Die Saturni, 2° *Martij* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

"I am, by Command of the Houſe, deſired to inform the Honourable Managers, and you Gentlemen who are of Counſel for the Defendant, that they obſerve with great Concern a Deviation from the ſtrict Line of Examination, which, though intended for Expedition, is more frequently productive of Delay; and therefore it is the Reſolution of the Houſe, that a more ſtrict Courſe of Examination ſhould be obſerved; and that while the Party producing the Evidence is in the Courſe of putting Queſtions to the Witneſs, there ſhould be no Queſtions interpoſed on the other Side, but it ſhould be reſerved for Croſs-examination; and alſo that, except when an Objection is taken, any Matter that is Comment or Obſervation ſhould be avoided.— When the Party producing the Evidence has finiſhed what they have examined him to, they will then ſtate to the Houſe that the Examination is cloſed in Chief:—The like Courſe muſt be obſerved with reſpect to the Croſs-Examination, and the Examination in Reply. The Lords will have the Goodneſs, after the Examination is cloſed by the Parties, to put ſuch Queſtions as occur to them, and to reſerve ſuch Queſtions as may have occurred in the Courſe of the Croſs-Examination till the Examination is ſo cloſed by the Parties.—Gentlemen, you, who are of Counſel for the Defendant, may now proceed in his Defence."

The Counſel for the Defendant informed the Houſe, that they now propoſed to call Lieutenant Thomas Shuldam.

Accordingly Lieutenant THOMAS SHULDAM was called in; and, being ſworn, was examined as follows:

Q. Was you at Cawnpore in the latter End of the Month of Auguſt in the Year 1781?

A. I arrived at Cawnpore the latter End of Auguſt, and remained there till the Beginning of October 1781.

Q. While you were at Cawnpore, had Intelligence arrived of the Inſurrection at Benares?

A. I think it had.

Q. Was there any general Report with regard to the Conduct of the Begums as to that Inſurrection?

The Managers for the Commons objected to the Queſtion.

The Queſtion was ordered to be read.

The ſame was accordingly read by the Clerk.

The Managers for the Commons were informed that the Queſtion was proper to be put:

The Witneſs ſaid,

A. The Diſaffection of the Begums was univerſally believed in the ſame Manner as it is univerſally believed in this Country, that there exiſts a Party coaleſced to deſtroy the happy Conſtitution. The People of England have no legal Evidence to eſtabliſh the Fact, but the Notoriety of it has been deemed ſufficient Proof to produce Aſſociations in different Counties to reſiſt the Danger. As well might the People doubt the treacherous Deſigns of theſe People, as thoſe who were in the Nabob's Country could doubt the Diſaffection of the Begums.

The Counſel for the Defendant requeſted that the Queſtion and Anſwer might be read.

The ſame were accordingly read by the Clerk.

Q. Did

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Q. Did you ever hear it doubted while you continued in India?
A. I never did, until my Return to England; I believed it then, and I ſtill believe it.

Q. At what Time did you arrive at Fyzabad?
A. I ſpeak from my Memory alone; I cannot be correct as to Dates; I think ſome Time in January.

Q. In what Year?
A. In January 1782.

Q. Did you then ſee Bahar or Jewar Ally Cawn?
A. The Eunuchs Bahar and Jewar Ally Cawn were confined in a Tent in our Camp. I have frequently been in with them, but never heard them complain of any ill Treatment.—They were attended by their own Servants, and, in my Opinion, had every Indulgence they could expect. Upon our leaving Fyzabad, they were, I think, delivered to the late Major Nailor, and their Irons taken off. I ſaw the Smith in the Act of taking off the Irons of One of them; which of them I do not recollect. They were very little larger than the Ornaments of Gold and Silver worn by the Native Women round their Ancles, and to Men could not, in my Opinion, be oppreſſive.

The Counſel for the Defendant informed the Houſe, they had cloſed their Examination in chief.

Croſs-examined.

Q. (*by the Managers.*) Where was you at the Time when you heard theſe Reports of the Diſaffection of the Begums?
A. I was at Cawnpore.

Q. How far is that from Fyzabad?
A. I really do not know the Diſtance.

Q. What Road did you take from Cawnpore to Fyzabad?
A. I went from Lucknow to Fyzabad.

Q. Say what you judge or believe the Diſtance to be?
A. I really cannot ſay; I do not know the Road.

Q. From a Thouſand Miles to One; give ſome Idea what Diſtance you take it to be?
A. I really do not know the Diſtance.

Q. Is it a Mile?
A. It is.

Q. Is it Twenty?
A. It is.

Q. Is it One hundred?
A. It may be about One hundred Miles; I cannot ſpeak exactly.

Q. In what Corps did you ſerve in Cawnpore?
A. In Major John M'Pherſon's Regiment.

Q. Was it a temporary Brigade, or a permanent Brigade?
A. It was a permanent Brigade.

Q. On what Occaſion was you ordered to Lucknow?
A. The rebellious State the People were in at Lucknow, I believe, was the Cauſe of the Regiment I was in marching to that Station.

Q. At what Time was this?
A. I think the Beginning of October 1781.

Q. How long did you continue at Lucknow?
A. Until January.

Q. Was you there when Sir Elijah Impey arrived there?
A. The Battalion I was in marched out to meet Sir Elijah Impey.

Q. Did you learn the Occaſion of Sir Elijah Impey's Viſit to Lucknow?
A. I did not.

Q. Did you hear that Sir Elijah Impey, while he reſided at Lucknow, was employed any Part of his Time in taking Affidavits relative to the Rebels in the Province of Owde?
A. I did hear that Sir Elijah Impey had taken Affidavits reſpecting the Country that Colonel Hannay was in.

Q. By what Means do you know that Sir Elijah Impey's Inquiſition was confined to Colonel Hannay's Country?
A. I really do not recollect.

Q. Was you called upon to make any Affidavit before Sir Elijah Impey?
A. I was not.

Q. When was you ſent to Fyzabad?
A. I believe I anſwered that Queſtion before; in January 1782.

Q. Then you continued at Lucknow from October 1781 to January 1782, or thereabouts?
A. I did.

Q. Where, and at what Time, did you communicate to Mr. Haſtings theſe Reports you had heard at Cawnpore?
A. It was not my Duty to communicate them to Mr. Haſtings.

Q. Did you communicate them to Mr. Haſtings in Fact?
A. In Fact I did not.

Q. Did you ever hear of the Treatment received by the Begum's Miniſters, after they were delivered into the Hands of Major Nailor?
A. Never until, I believe, it had been tranſmitted from England; that, I believe, was the firſt Information I ever heard of it.

Q. How long did you ſtay in India after your delivering the Miniſters to Major Nailor?
A. I think nearly 10 Years.

Q. Did you never hear of the Confiſcation of the Begum's Treaſures during that Time?
A. I heard that the Vizier had taken Poſſeſſion of Part of the Treaſures of his deceaſed Father—I was at Fyzabad at the Time.

Q. How long did you remain at Fyzabad after the Arrival of Sir Elijah Impey?
A. Sir Elijah Impey was not at Fyzabad during the Time I was there.

Q. You have mentioned ſome ornamental Irons put upon thoſe Perſons; why were they put in Irons at all while they were in your Camp?
A. I underſtood, becauſe they had not kept their Agreement with the Vizier, in paying a certain Sum of Money.

Q. Then thoſe Irons were put upon them as a Means of compelling them to make that Payment?
A. I cannot ſay what the Nabob's Reaſons were for putting on thoſe Irons.

Q. What were his Orders?
A. I do not know, they were not communicated to me.

Q. Was you not ordered to put them in Irons?
A. I was not ordered to put them in Irons.

Q. Do you know who was directed to put them in Irons, or by whoſe Authority they were put in Irons?
A. I preſume by the Orders of the Vizier.

Q. Under whoſe Guard were they?
A. They were under the Guard of the Regiment I belonged to, commanded at that Time by Captain Neale Stewart.

Q. Do you know to whoſe Choice and Selection, the Sort of Irons that were placed upon theſe Miniſters, were left?
A. I do not.

Q. How came you to be ſo accurate in your Obſervation of the Weight and Nature of thoſe Irons?
A. Becauſe I have heard in England, they were looked upon to be very oppreſſive.

Q. Then you know nothing upon that Subject, but what you have heard in England ſince your Arrival?
A. I know what I have already ſtated reſpecting the Size of them.

Q. Why did you, when you firſt anſwered upon this Subject, ſtate the Circumſtance as a Fact which came within your own Knowledge, and not as a Report ſince your Arrival in England?

Then the following Queſtions before put, and anſwered by the Witneſs, were ordered to be read.

The ſame were accordingly read by the Clerk.

' Q. Did you then ſee Bahar and Jewar Ally Cawn?
' A. The Eunuchs Jewar and Bahar Ally Cawn were confined in a Tent in our Camp. I
' have frequently been in with them, but never heard them complain of any ill Treatment. They

'were attended by their own Servants, and, in my Opinion, had every Indulgence they could 'expect. Upon my leaving Fyzabad, they were, I think, delivered to the late Major Nailor, 'and their Irons taken off. I ſaw the Smith in the Act of taking off the Irons of One of them; 'which of them I do not recollect. They were very little larger than the Ornaments of Gold 'and Silver worn by the Native Women round their Ancles, and to Men could not, in my Opi-'nion, be oppreſſive. (*a*)

'Q. How came you to be ſo accurate in your Obſervation of the Weight and Nature of thoſe 'Irons?

'A. Becauſe I have heard in England, they were looked upon to be very oppreſſive.

'Q. Then you know nothing upon that Subject but what you have heard in England, ſince 'your Arrival?

'A. I know what I have already ſtated reſpecting the Size of them.' (*b*)

Then the Witneſs was aſked,

Q. (*by a Manager*). If thoſe Irons were ſo ſlight, reſembling only the Ornaments of Women, how came it to be neceſſary to have a Smith to knock them off?

A. I believe, if they had been faſtened in ſuch a Manner as to make it unneceſſary for a Smith to take them off, the Eunuchs themſelves would have taken them off.

The Managers for the Commons deſired the following Queſtion before put, and the Anſwer of the Witneſs, might be read.

The ſame was accordingly read by the Clerk; viz.

'Q. Was there any general Report with regard to the Conduct of the Begums, as to that In-'ſurrection?

'A. The Diſaffection of the Begums was univerſally believed, in the ſame Manner as it is uni-'verſally believed in this Country, that there exiſts a Party coaleſced to deſtroy the happy Conſti-'tution. The People of England have no legal Evidence to eſtabliſh the Fact; but the Notoriety 'of it has been deemed ſufficient Proof to produce Aſſociations in different Counties, to reſiſt the 'Danger; as well might the People doubt the treacherous Deſigns of thoſe People, as thoſe who 'were in the Nabob's Country could doubt the Diſaffection of the Begums.' (*c*)

Then the Witneſs was aſked,

Q. (*by a Manager*). Did you ever hear in India, of any judicial Inquiry or Trial, reſpecting the Conduct of the Begums or their Miniſters?

A. I do not recollect that I did.

Q. Was it a Practice in India, upon mere Report and Rumour of general Belief, to inflict the Puniſhment of Impriſonment, Confiſcation, and Scourging, againſt Perſons whom the general Report and Belief may have pointed out as Objects of Suſpicion?

A. I know of no ſuch Practice;—I believe the Vizier, in his own Dominions, had a Right to act as he pleaſed upon the Subject.

Q. Did you know or hear that this was the Act of the Vizier, and not an Act to which he was compelled by the Britiſh Government?

A. I certainly heard it was an Act of the Vizier, but never heard that he was compelled to it by the Britiſh Government.

Q. You ſay you ſtaid about Ten Years in India after this Tranſaction?

A. Thereabouts.

Q. Did you not hear that, during that Time, Mr. Haſtings was actually under Impeachment for this very Offence?

A. I did.

Q. State the preciſe Date, when you heard at Cawnpore the Reports reſpecting the Begums?

A. I have already ſaid I ſpeak from Memory alone, and cannot be correct as to Dates.

Q. Can you recollect the Year and the Month?

A. That Queſtion, I believe, I have already anſwered; I ſaid I arrived there the latter End of Auguſt, and left it in October, 1781.

Q. (*by the Counſel in Reply.*) You have been aſked whether you heard in India that Mr. Haſtings was impeached for this Act,—was the Impeachment of Mr. Haſtings generally known among the Natives of India?

A. It was.

(*a*) Vide ſupra, Page 1968. (*b*) Vide ſupra, Page 1969. (*c*) Vide ſupra, Page 1967.

Q. In what Eſtimation was Mr. Haſtings held by the Natives, after their Knowledge of that Fact?

A. I have no perſonal Knowledge of Mr. Haſtings, I am not acquainted with him, nor do I ſpeak from any Favours I ever received from him, for none have ever been conferred. I ſpeak from the Communications of the Natives and the People of India themſelves.—As a public Character, I do not believe there ever has been, or ever will be, a more able Governor; and as a private Character, I do not believe there exiſts a more benevolent or a better Man than Mr. Haſtings.—This was the univerſal Opinion of both Europeans and Natives.

Q. (*by a Lord.*) You ſay you was at Fyzabad when the Vizier took Poſſeſſion of the Effects of his deceaſed Father; did he take them as claiming them of Right, as belonging to himſelf?

A. I believe he did.

Q. What was the general Opinion at that Time of that Right?

A. The general Opinion at that Time was that he had a Right to take them.

The Witneſs was directed to withdraw.

The Counſel for the Defendant informed the Houſe, they would now call Colonel Duff.

Colonel DUFF was accordingly called in, and ſworn.

Then the Counſel for the Defendant informed the Houſe, that the particular Situation in which Colonel Duff ſtood, namely, of being about to depart immediately for India, induced them to prefer a Requeſt to the Houſe, that they might be permitted to put a few Queſtions to him upon this Article, and alſo upon the Article relative to the Contracts, as otherwiſe they might probably loſe the Opportunity of examining him to the latter Article.

The Managers for the Commons ſtated they had no Objection.

The Witneſs was examined, as follows:

Q. How long have you been in the Company's Service?

A. About 30 Years and better; I rather think more than 30 Years.

Q. In what Department of the Military Line?

A. I am an Artillery Officer.

Q. Was you in India in the Year 1781?

A. I was.

Q. And in that Department during the Troubles in Barraitch and Gorackpore?

A. Yes.

Q. What was the general Report in that Country at that Period reſpecting the Begums Conduct?

A. It was univerſally reported and believed that they were hoſtile to the Engliſh Government;—I never heard it doubted, nor do I believe that any Man in that Country ever did doubt it.

Q. How long did you remain in India after that Period?

A. I cannot poſitively ſay, but ſeveral Years.

Q. How long have you been returned to this Country?

A. I arrived in December laſt.

Q. Have you been England ſince the Year 1781, before December laſt?

A. Yes.

Q. When?

A. I was in England about Three Years ago.

Q. You have ſince been ſerving upon the Coaſt under Lord Cornwallis?

A. I have; I commanded the Artillery with Lord Cornwallis during the two laſt Campaigns.

Q. How long did you remain in Bengal after 1781,—how long before you left that Country?

A. I cannot exactly recollect, but I believe two or three Years at leaſt; I cannot exactly ſpeak; I anſwer to the beſt of my Knowledge.

Q. Did any Circumſtance ever come to your Knowledge to induce a Doubt reſpecting the Report of the Begums Hoſtility?

A. Never.

Q. Whether the Period of that reported Hoſtility of the Begums in the latter Part of the Year 1781, was a Period of great Danger and Diſtreſs to the Company's Affairs?
A. It was of very great Danger and Diſtreſs, in my Opinion.

Q. Did you ever, during the Whole of your Service in India, remember a Period of greater Danger and Diſtreſs than that?
A. Never; as far as I can judge.

Q. Do you recollect whether at that Period the Army in the different Stations were in Arrear?
A. I do remember that they generally were in very long Arrear.

Q. Did that State of Danger and Diſtreſs ceaſe upon the 19th of September 1781, or continue long after?
A. It continued, to the beſt of my Recollection, long after; ſome Time after.

Q. Have you been much in the Country of Oude in the Courſe of your Service in India?
A. I have been ſeveral Years there.

Q. Whether the independant Power given to the Jaghidars in that Country was beneficial or injurious to the Country?
A. I think injurious.

Q. Do you know whether, by the Uſage of Hindoſtan, Jaghires are in their Nature reſumeable by the Vizier, the Sovereign Power?
A. I believe they are in general.

The Managers for the Commons objected to the Evidence.

The Counſel for the Defendant ſtated they ſhould now proceed to examine the Witneſs relative to the 4th Article of Charge, viz. the Contracts.

Q. Whether it did fall peculiarly within your Department as an Artillery Officer to obſerve the Cattle, the Bullocks that were employed in drawing the Artillery?
A. It did.

Q. Was you in that Service during the Period of Mr. Croft's Contract in the Year 1779?
A. I was during the greateſt Part of it, but not the Whole; I cannot ſay exactly, but I know I was during the greateſt Part of it.

Q. Did you ſee the Bullocks that were ſupplied under that Contract by the Contractor?
A. I did, I muſtered them, as it was my Duty, every Month.

Q. Have you read that Contract, and the Regulations introduced into it?
A. I have often.

Q. Whether, from your own Knowledge upon this Subject, and your Experience, thoſe Regulations are adapted to promote the good of the Service, or otherwiſe?
A. The Regulations I think are calculated to promote the good of the Artillery Service, and I think further, that they had that Effect by producing better Cattle for the public Service than ever I ſaw before or ſince that Period.

Q. Do you remember the Number propoſed to be furniſhed by that Contract?
A. Not exactly, I cannot carry it in my Mind.

Q. The Number was 6,700?
A. I believe it was thereabout, but I cannot charge my Memory.

Q. Whether, conſidering the Nature of the Service, and the Period at which that Contract was made, that was an exceſſive Number, or a proper Number?
A. I conſidered it to be of ſuch eſſential Service to the Operations of an Army, that it was highly proper and incumbent upon Government to ſupply a proper Quantity of proper Cattle to anſwer any Contingency that might happen.

Q. Do you conceive that Number to have been too great, taking into your Conſideration the Circumſtances you have ſtated?
A. I believe that thoſe who argue upon a Certainty of Peace, or upon Principles of ſtrict Economy, may ſuppoſe that the Number was too large; but I, who have often ſeen the great Diſtreſs that the Army has been put to for Want of a ſufficient Supply of Cattle, do not think that the Number was more than in many Caſes muſt be employed.

Q. What Number of Cattle had Lord Cornwallis in his Army in the Courſe of the laſt War?
A. It is impoſſible for me to anſwer particularly, I know he had conſiderably above 25,000 at ſome Times.

Q. At the Period when he had 25,000 Cattle, what Number of Men were neceſſary?
A. I ſuppoſe between 15 and 20,000 Men; I mean King's and Company's Troops—But I cannot be ſuppoſed to be particular, for I do not know exactly, not having an Opportunity to ſee the Returns; and if I had ſeen them, I might not remember.

Q. Is it neceſſary for the Good of this Service to have a regular Eſtabliſhment of Bullocks trained and exerciſed, and fit for immediate Service at a Moment's Warning?
A. Moſt certainly it is.

Q. What Sort of Cattle were furniſhed in Point of Size and Strength under Mr. Croft's Contract?
A. The Cattle were all large, and good Cattle; there was a Standard, I believe, of Forty-two Inches, I cannot be certain; but I know it was a very high Standard, and none were received that were not above that Standard, and fixed by the Contract?

Q. Were the Checks that were impoſed by the Terms of the Contract ſtrictly inforced upon the Contractor?
A. They were.

Q. From what Country muſt Cattle of that Size ſtipulated by the Contract be furniſhed?
A. The Cattle of that Sort are generally brought from Pornea, or Toroot; there being none of that Size, or near that Size, in any other Country in India.

Q. Theſe Places are in the Bengal Dominions?
A. Yes; on the Right of the Ganges, up the Country.

Q. Is the Contractor in this Article during the Period of War expoſed to conſiderable Riſque?
A. Very great Riſque certainly.

Q. State the Nature of thoſe Riſques?
A. From Diſorders among the Cattle; from their being killed in Battle, or carried away by the Enemy: epidemical Diſorders get very often among the Cattle.

Q. Have you remembered Inſtances of great Numbers of Cattle being deſtroyed by Slaughter in Battle, or by epidemical Diſeaſes?
A. I have; I have known many Hundreds of Cattle die in One Day.

Q. Is it of Importance to have Cattle ready to ſupply that Loſs immediately?
A. Certainly it is.

Q. Can the Army be ſupplied from the Country, if they have not a regular Eſtabliſhment of Bullocks?
A. At all Times they cannot; if they are very near large Cities, they may have the Opportunity of being ſupplied with Cattle from the Draft Cattle that are generally employed there.

Q. Do you recollect any Loſs happening from the Want of a proper Supply of Bullocks in Lord Cornwallis's Army?
A. Many very heavy Loſſes; One of them was a Loſs of our whole battering Train at Seringapatam.

Q. What Number of Drivers is it proper, in your Judgment, to have to the Bullocks, in Proportion to their Number?
A. Not leſs than Two Drivers to Three Bullocks.

Q. Have you conſidered it neceſſary for the Good of the Service that there ſhould be at leaſt One Driver to a Pair of Bullocks, and a Surdar to every Six Drivers?
A. One Driver to Two Bullocks is certainly neceſſary, and the Surdar is alſo uſeful himſelf.

Q. Have you known Inſtances of the Artillery ſuffering for Want of a ſufficient Number of Drivers?
A. Often.

Q. Was you with Lord Cornwallis when he experienced great Loſs upon that Account?
A. I was.

Q. Whether this Contract could be well ſerved, conſiſtently with the Good of the Service, upon an annual Contract, and an Advertiſement for the loweſt Bidder?
A. I do not think it can, nor do I think the Contract ought to be given to the loweſt Bidder, and that only thoſe ought to have it, who are known to be able to fulfil their Engagements. I likewiſe conſider that all Contractors ſhould have an Allowance ſufficient to enable them to do ſo, and that it is better for the Service that they ſhould receive a little more, than that the Service ſhould be obſtructed by a Want of Cattle from their not being able to ſupply them at the Rates which they may offer.

Q. Whether it is neceſſary for the Contractor to eſtabliſh Granaries, and to have a neceſſary Stock of Cattle, in order to carry on the Contract with Benefit to the Service?

A. I think it is neceſſary he ſhould do ſo.

Q. Is it neceſſary for him to advance Money to the Farmer?

A. I do not poſitively know whether it is neceſſary or not.

Q. Were the Regulations adopted in the Year 1779, in the Inſtance of Mr. Croft's Contract, ſuch as met with the Approbation of all the Officers of the Army at that Time?

A. I cannot anſwer that Queſtion; I do not know their Judgment, but I know the Cattle met with their Approbation that was furniſhed by the Contract.

Q. Was the Size of the Cattle furniſhed under Mr. Croft's Contract higher than that under the late Contract?

A. I have anſwered before that I thought the Cattle better, and in general they were larger, I think.

Q. Whether there was a greater Number in Proportion of Cattle to Men in the Army at the Period of Mr. Croft's Contract, than there was at the Period you have ſpoken of under Lord Cornwallis?

A. Nothing like it.

Q. Nothing like ſo many?

A. Nothing like ſo many, certainly.

Q. Was the Quantity of Food for the Bullocks, to keep them in Heart for Service, ſufficient for that Purpoſe under Mr. Croftes' Contract?

A. It was, in my Opinion, fully ſo.

Q. As you have been Thirty Years in India, and been in England ſince the Commencement of the preſent Trial, and returned to India, you have had Opportunities of conſulting and collecting the Sentiments of the People in India at different Periods; in what Eſtimation is the Character of Mr. Haſtings in India?

A. Mr. Haſtings's Character always ſtood very high in India, and ſtill continues ſo ſince they knew of his being tried; and they conſider him, as I do at this Moment, as a very good and a very injured Man.

Q. Do you ſpeak of the Sentiments of both Europeans and Natives?

A. I ſpeak of both Europeans and Natives.

Q. Is this Teſtimony you have given of Mr. Haſtings the Reſult of any private Obligations to Mr. Haſtings?

A. No, it is not;—I even thought myſelf hurt by Mr. Haſtings's Conduct when in India, but that did not hinder me from joining, in a ſtrong Letter, with all the Reſt of my Brother Officers, acknowledging the Senſe we had of Mr. Haſtings's Conduct.—I ſtill continue of the ſame Way of Thinking.

Croſs-examined by the Managers for the Commons.

Q. In what Employment was you in India in the Year 1781?

A. I was then Commanding Officer of the Artillery.

Q. In 1782?

A. I believe the ſame in 1782.

Q. Where was you in Auguſt 1782?

A. At Calcutta, I believe.

Q. What Period, in the Years 1781 and 1782, did you ſpend in the upper Provinces?

A. No Part of them. I muſt always obſerve I am ſpeaking to the beſt of my Knowledge, but I think I am ſpeaking nearly right.

Q. Where was you, when you heard the Reports reſpecting the Diſaffection of the Begums?

A. At Calcutta; but wherever I went I heard it.

Q. When did you firſt hear it?

A. I cannot exactly ſay, but about the Time it happened;—immediately as ſoon as it was poſſible to hear it.

Q. What Time did it happen? What do you mean by Diſaffection happening?

A. I have ſworn that I have heard it, and I mean that.

Q. That you heard of Diſaffection—where did you hear it?

A. I heard it at Calcutta, and wherever I went.

Q. Will you ſwear that it was ſooner than October?
A. I will not ſwear what I cannot poſſibly remember as a Fact.

Q. Whether you have not heard that other Perſons in the Country of Oude, beſides the Begums, were ſuppoſed to have acted in a diſaffected Manner at that Time?
A. Only the Dependents and People employed by her.

Q. Did you ever hear that the Nabob of Oude himſelf was ſuſpected upon that Occaſion?
A. Quite the contrary; I always underſtood he behaved well.

Q. Did you ever hear that Mr. Haſtings, at one Time, was himſelf inclined to ſuſpect him?
A. I never did;—but I never had any Converſation with Mr. Haſtings upon that Subject.

Q. Whether you never heard that Saadut Ally Cawn was himſelf under an evil Report upon the ſame Subject?
A. I believe I have heard Saadut Ally Cawn was ſuſpected, but I never heard that he was guilty.

Q. Againſt whom do you ſuppoſe this Rebellion, of which you have heard, was made or carried on?
A. Againſt the Britiſh Government.

Q. Was the Britiſh Government the Sovereign Power in Oude?
A. I do not underſtand the Queſtion properly. I believe not; as far as I can judge the Nabob of Oude, the Vizier, was the Sovereign Power there.

Q. Then ſay, during the Time of your Reſidence in the Province of Oude, what Inſtance you have known of the Reſumption of Jaghires, previous to the Year 1781?
A. I do not remember any.

Q. Have you ever ſeen the Grant or Patent by which a Jaghire is held?
A. I have read it in ſome Books, particularly a Perſian Book by Mr. Balfour; but I really do not remember what it is.

Q. Whether you did not ſay that that Period of Time was a Time of the greateſt poſſible Diſtreſs to the Company's Affairs?
A. I did, and think ſo ſtill.

Q. That it required the Aſſiſtance of all the Forces then maintained in that Country?
A. I think it did, I think we had not a Man too many.

Q. Do you not know, or have you not heard that Mr. Haſtings ſtipulated with the Nabob of Oude, for the Reduction of a large Body of Native-Troops, under Britiſh Officers, in his Pay, on the 19th of September 1781?
A. I might have heard it, but I do not recollect it.

Q. A Temporary Brigade?
A. I commanded the Artillery of a Temporary Brigade, but I do not know any Thing of Mr. Haſtings's Negociations.

Q. Did you command the Artillery of the Temporary Brigade, on the Month of September 1781?
A. I do not recollect Periods; as I ſaid before, I cannot remember them; it is impoſſible; I have no Memorandum.

Q. There or thereabouts?
A. It might have been, or it might not.

Q. Did you command, at any Time in the Year 1781, a Temporary Brigade?
A. I think not at that Time—I cannot anſwer the Queſtion—I am not certain—I think not.

Q. Whether you do not know by as authentic a Rumour, or general Fame, that ſeveral Corps, compoſing the Army under Britiſh Officers, in the Nabob of Oude's Dominions, were actually reduced or reformed at or about that Period, as you know of the Begum's ſuppoſed Rebellion?
A. I believe there were ſome Corps reduced there—I have heard it and believed it.

Q. You ſaid the Army was greatly in Arrears; how much might it amount to?
A. I cannot ſay—I can ſpeak of the Corps that belonged to myſelf, that it was ſometimes Six, Seven, Eight, and Nine Months in Arrear.

Q. Do you recollect at what Time the Payment of that Arrear that exiſted in 1781, commenced?
A. I do not.

Q. While this Diſtreſs exiſted, did you hear Mr. Haſtings had been in the Practice of taking Preſents from the Country Powers and others?
A. I never heard it, I always thought the contrary; I always thought and believed the contrary.

Q. Then you was not at all in Mr. Haſtings's Confidence in that Part of his Œconomy?
A. I was not.

Q. Was it generally known in the Country at all?
A. I cannot ſay; it was not known to me, I never heard of it till ſuch Time as it came out from England—I believe it came out from England principally.

Q. Where did you command, when the Contract for Bullocks with Mr. Croftes was made in 1779?
A. I believe that was the Year I came down to Calcutta, to command the Artillery; but I cannot tell where I was.

Q. Do you know the Terms of the Contract made by Mr. Croftes?
A. I do not know what Contract is meant.

Q. Whether you do not know of more than one Contract for Bullocks?
A. I have known of a great many Contracts, but I do not recollect any One of Mr. Croftes's but One; may be there might be Twenty.

Q. Have you not heard that the Contract of Mr. Johnſon came into the Hands of Mr. Croftes in the Year 1778?
A. I do not know exactly—there might have been ſome Connection between them—they were Partners, but I cannot tell which of them carried on the Contract.

Q. Do you know the Terms of that Contract in which Mr. Johnſon and Mr. Croftes were Partners?
A. Not particularly, I do not.

Q. Do you know any Thing of the Execution of it?
A. I have had Occaſion to muſter the Bullocks upon all the Contracts, for many Years—I know nothing further than that.

Q. Do you know whether that Contract was not diſſolved, before the Expiration of the Term, by Mr. Haſtings?
A. It might or might not: I do not know; I do not remember.

Q. Do you know whether any Bullocks furniſhed under that Contract, were tranſferred to the new Contract?
A. I ſuppoſe they were, becauſe it was the general Practice.

Q. Do you know what the Terms of the new Contract were—do you know why the old Contract was broke, and a new One made with the ſame Perſon, for a longer Term?
A. I did not know the Contract had been broken, nor the Reaſon why—I know One was made in December.

Q. Do you know the Difference between the Terms of the Two Contracts?
A. No, I do not.

Q. Have you ſeen the Requiſition of the Commander in Chief, for the Bullocks for that Service?
A. I underſtood that the Contract of Mr. Croftes was made with the Approbation of Sir Eyre Coote, the Commander in Chief of India, as well as with the Conſent of General Stibbert, Provincial Commander in Chief of Bengal.

Q. Whether you do not think the Terms of that Contract, and the Mode by Contract, to be the beſt Method of furniſhing Bullocks for the Army?
A. I do not think that Contract was the beſt Method; I mean to ſay a general Contract of that Kind.

Q. Do you know why Mr. Haſtings choſe that Method, after having had Experience of a Contract before?
A. I do not know; I was not conſulted upon that Occaſion.

Q. Do you think it right to renew a Contract, which you did not think a beneficial Mode of furniſhing Bullocks for the Service, for a longer Time than the One that was near expiring?
A. I would not renew any Contract I did not think right.

Q. Do you not think it both more expenſive and more miſchievous to the Service than the Mode by Commiſſion?
A. I cannot anſwer; I do not think there is much Difference between them.

Q. Could you aſſure the Company, and recommend in the moſt earneſt Manner, a Proviſion for draft Bullocks for the Service of Bengal, by Agency, with a limited Reſponſibility and liberal Confidence, rather than by Contract; and can you ſay, upon the moſt decided Experience, that nothing can be more injurious to the Service than the latter, not more extravagant than the loweſt Rates, at which it had to that Time been undertaken?

A. I cannot anſwer the Queſtion, I do not know any Thing about it.

The Managers deſired the laſt Queſtion might be read.

The ſame was accordingly read by the Clerk.

Q. If you had heard the Governor General had aſſerted ſuch a Propoſition, would you have acceded to it?

A. If I had underſtood the Propoſition, I could have replied to it, but I do not.

Q. You have ſaid it was beſt to employ a Man of Reſponſibility on ſuch a Buſineſs rather than a Perſon who bids loweſt?

A. That is my Opinion.

Q. What was Mr. Croftes' Fortune and Reſponſibility, to your Knowledge?

A. I cannot ſay: I always underſtood him to be a Man of immenſe Fortune, but I believe I was miſtaken in that; but I thought ſo.

Q. What was his Employment?

A. He was, I believe, Treaſurer at that Time; I am not ſure.

Q. Had he ever been converſant in the Traffick of Cattle in the upper Country?

A. Not to my Knowledge.

Q. But his Office was in the Treaſury at Bengal?

A. I believe he was in many Offices.

Q. But at that Time?

A. I think it was.

Q. Did you ever hear of his being concerned in any Way whatſoever relative to the furniſhing of Cattle before?

A. No.

Q. When you ſpeak of the Cattle being ſufficiently furniſhed, whether you mean the whole 6,700, or only ſpeak of thoſe which came within your own Knowledge?

A. During the Time of that Contract, I was in every Part of the Country where Bullocks were employed, except where ſome ſmall Detachments went to, very inſignificant *ones* indeed, may be under a Subaltern's Command.

Q. Then you are underſtood that the Whole of thoſe Bullocks contracted for in 1778 and 1779, on Mr. Croftes Two Contracts, and his Agency, were employed chiefly if not wholly within the Company's Provinces and their Dependencies?

A. No, I do not think ſo, but I had the examining of the greateſt Part of the Bullocks before they were ſent out of the Provinces.

Q. How many were ſent out; what Proportion in that Period?

A. I cannot ſay.

Q. Was there any very great Proportion?

A. There was a very conſiderable Detachment went into the Mahratta Country under Colonel Camac.

Q. Do you know what Number that Detachment amounted to, and what Artillery, Military Stores, and other Military Baggage, were taken with that Detachment?

A. I do not know exactly.

Q. Whether the Service upon the Coaſt did not require a far larger Number of Bullocks than any internal Service you were acquainted with in Bengal?

A. A great deal more.

Q. Was not the Proportion of all Sorts of Artillery in the Service beyond all Compariſon greater?

A. I believe the Field Artillery were nearly the ſame; the battering Train was nearly the ſame.

Q. Whether the Military Stores of all Sorts were not greater in Quantity than that for the internal Service of Bengal?

A. Certainly they were.

Q. Whether the Cattle upon the Coaſt are ſo large and ſtrong as thoſe furniſhed in the Provinces of Pornea and Toroot?

A. Nothing like it; not Half the Size.

Q. Was there not a Neceſſity of carrying with the Army of Lord Cornwallis a great Quantity of its Proviſions?

A. Yes; all of them.

Q. Do you think that any Mode of providing theſe Bullocks, whether by Contract or Agency, could have ſaved Lord Cornwallis from the Loſs he ſuſtained of the heavy Artillery by the Want of Cattle?

A. I think not.

Q. Whether the Country through which Lord Cornwallis marched was not, in its own Nature, ſuch as to waſte and conſume a greater Quantity of Cattle, and ſubject them to more Diſeaſes than the Current Service in Bengal?

A. Our Marches were ſeldom ſo long as I had marched before, but the Cattle being confined within the Limits of our own Camp were often diſtreſſed for Proviſions, and we had beſides that, a great deal of bad Weather, heavy Rain, and very cold.

Q. You ſay you believed the Jaghires were in their Nature reſumeable in India, but have known no Inſtances of it?

A. Yes.

Q. Whether the Danger of a Mutiny of the Troops continued long after the 19th of September, and how long after?

A. I cannot tell how long.

Q. You ſaid your own Corps was Six, Seven, Eight, and even Nine Months in Arrear?

A. I did.

Q. Do you know by what Miſmanagement it could have happened that the Company's Troops remained ſo long unpaid?

A. I never conceived it was from Miſmanagement, or had an Idea of that Kind.

Q. Owing to what Circumſtances then?

A. I conſidered it as greatly owing to the large Sums of Money which were ſent to the Coaſt and Bombay for carrying on the War at thoſe Two Places.

Q. Do you believe there were no Reſources belonging to the Company, and at Mr. Haſtings's Command, that might have been applied to ſatisfy theſe Arrears.

A. I do not know that there were.

Q. Do you believe, or did you ever hear, the Begums Treaſures were applied to this Purpoſe?

A. I do not know that they were, and I do not know that I have heard ſo.

Q. Did you never hear of the Fact of thoſe Treaſures having been ſeized by Mr. Middleton?

A. I have heard of Mr. Middleton having ſeized ſome, but what they were, and to what Amount, I do not know.

Q. Nor did you ever hear to what Purpoſe they were applied?

A. I did not.

Q. Were the Arrears of your own Corps ſatisfied ſoon after the ſeizing of the Treaſures?

A. Not immediately, not till ſome Time afterwards; I cannot be particular, but they were always paid as faſt as poſſible.

Q. Did you never hear or read an Account written by Mr. Haſtings himſelf, that he, Mr. Haſtings, had, at the Time of this Diſtreſs, and while the Troops were ſo in Arrear, received a preſent of 100,000 l. for himſelf from the Nabob?

A. I think I have read it.

Q. Do you know any one Fact, of your own Knowledge, to prove the Diſaffection of the Begums?

A. None; I only ſpeak from Report of a Thing which was never doubted in that Country.

The Witneſs was directed to withdraw.

The Counſel for the Defendant informed the Houſe they would next call Major Lumſdain.

Accordingly Major LUMSDAIN was called in, and being ſworn, was examined as follows:

Q. How long did you ſerve in India?

A. I went out to India in the Year 1765, and returned in 1785.

Q. Where was you ſtationed between the Month of September 1781, and the Month of March 1782?

A. With my Regiment, under Colonel James Mordant's Command, at Cawnpore.

Q. Do you remember, during that Period, any Diſturbances in the Country of Oude, which followed upon the Rebellion of Cheit Sing?
A. I have heard there were Diſturbances in the Provinces of Barraitch and Goruckpore.

Q. Did you know or hear of any Concern the Begums had in the Production of thoſe Diſturbances?
A. I have heard that the Begums excited the Zemindars of theſe Provinces to Diſturbances.

Q. Was that the general Report and Belief of the Country at that Period and afterwards?
A. It was.

Q. Have you ſince known or heard any Thing to diſcredit that Report?
A. I have not.

Q. Did you ever ſee or converſe with any Individual in India who expreſſed a Doubt of the Concern of the Begums in thoſe Diſturbances?
A. I never heard it doubted in India.

Q. How many Months in Arrear of Pay was your Corps about the Beginning of the Year 1782, or the Cloſe of the Year 1781?
A. Between Six and Seven Months in Arrear.

Q. Do you remember when thoſe Arrears were diſcharged; and do you know from what Fund?
A. A great Part of thoſe Arrears, as well as I can recollect, Five Months, were diſcharged in February or March 1782; about that Time.

Q. Do you know from what Fund?
A. I was told the Money came from Lucknow, and was Part of the Money that was paid by the Begums.

Q. Had the Arrears of Pay, you have mentioned, occaſioned any very particular Diſtreſs to the Army of which you formed a Part?
A. A very great Diſtreſs; the Sepoys of my own Regiment were really unable to do their Duty and to clothe themſelves like Soldiers, and when reprimanded for thoſe Neglects, ſtated to me that they were ſtarving for Want of Food, and had ſold all their Neceſſaries to ſupply them.

Q. What do you conceive would have been the Conſequence to the Army, if thoſe Arrears had not been about that Period diſcharged?
A. A large Detachment under Colonel Sir John Cummings was detained at or near to Cawnpore for Want of Money to diſcharge their Arrears; and I really believe that if Money had not been obtained, the Troops muſt have ſeparated and have diſperſed; they could not exiſt in the State they were.

Q. After what you have ſaid, it is unneceſſary to aſk you whether between the Period of Time, between September 1781 and March 1782, was a Period of the greateſt Diſtreſs and Difficulty in the Affairs of the Britiſh Government in India?
A. It was a Period moſt alarming, and of the greateſt Diſtreſs that I ever knew in India; I think the Exiſtence of the Britiſh Government in India depended ſolely upon the Preſervation of the Life of Mr. Haſtings.

Q. You recollect probably what was mentioned by Major Gilpin upon that Subject, if you do, ſtate it?

The Managers for the Commons objected to the Queſtion.

Q. Do you recollect whether the Period I have already particularly mentioned, between September 1781 and March 1782, was the Period in which the Money was taken at Fyzabad, and applied by the Vizier in the Manner you have ſtated for the Relief of the Troops?
A. I have heard it was.

Q. Do you remember a Perſon of the Name of Ghinoo Roy?
A. I do.

Q. Do you know at what Time this Perſon, this Rajah, had been expelled from the Country of Oude?
A. He was expelled from the Diſtrict of Goruckpore in November 1778.

Q. By whoſe Order?
A. By the Orders of the Vizier,—tranſmitted to Colonel Hannay, and given by Colonel Hannay to me. I received an honorary Dreſs from the Vizier, and a Letter of Thanks for the Services that I did his Government in expelling Ghinoo Roy.

Q. For what Cauſe was Ghinoo Roy expelled?
A. For refuſing to pay his Revenue, his Rents.

Q. Was the Country before occupied by Ghinoo Roy more productive in Point of Revenue to the Vizier, and in a better State of Cultivation, after the Expulſion of Ghinoo Roy, than it had been before?
A. The Country occupied by Ghinoo Roy I never heard paid more than between 27,000 and 30,000 Rupees a Year, and after his Expulſion there were between 80,000 and 90,000 Rupees collected from it.

Q. Was that Collection made without any Harſhneſs or Oppreſſion to the Native Cultivators of the Land?
A. I think it was made without Oppreſſion or Hardſhip to them.

Q. Do you know of another Perſon of the Name of Ajeet Mull?
A. I do.

Q. Who was he?
A. Rajah of Manjowly.

Q. At what Period, and for what Cauſe, was he expelled from the Country of Oude?
A. He was not expelled from the Country of Oude, he ran away and abandoned his Country.

Q. Upon what Occaſion?
A. He had formerly large Poſſeſſions in the Diſtrict of Goruckpore, the Pergunnas of Seer Poor were Part of theſe Poſſeſſions, and the Rajah himſelf requeſted me to endeavour to get theſe Lands reſtored to him, and that he would give an Increaſe of Revenue to the Vizier's Government.

Q. At what Period was this?
A. In 1778, I made Application, and the Lands were reſtored to him: The Chowdry who had had the Collections of thoſe Lands, and the Government of them, on hearing that they were reſtored to the Rajah, drove off the Inhabitants, and threatened them with Death if they cultivated the Lands. The Rajah was alarmed at this, and knowing he was reſponſible for the Revenue from the Engagements he had entered into, he fled the Country.

Q. Do you know at what Period Futteh Saw was expelled the Country?
A. Futteh Saw, to the beſt of my Knowledge, was expelled from Huſſanpoor in 1767 or 1768.

Q. Was you there at that Time?
A. I was not.

Q. Was Futteh Saw abſent, or out of the Country, at any Time prior to the Year 1781, expelled or otherwiſe?
A. He certainly was, but was in the Habit of returning and making Incurſions, as it ſuited his own Convenience and Opportunity.

Q. Is Huſſanpoor a Part of the Province of Bahar or of Oude?
A. It is Part of the Province of Bahar.

Q. You have ſaid that Futteh Saw was in the Habit of making Incurſions from Time to Time, do you mean hoſtile Incurſions, or otherwiſe?
A. I mean hoſtile Incurſions.

Q. Was Futteh Saw in Arms againſt the Britiſh Government, in and before the Year 1781?
A. He was expelled from Huſſanpoor, by Captain Camac, by the Britiſh Forces in 1767 or 1768; but I muſt obſerve, I was not preſent there myſelf, it is only what I have heard.

Q. Do you ſpeak of the Fact of his being in Arms againſt the Britiſh Government in 1781, of your own Knowledge, by an official Report to you in your Military Character, or merely by Hearſay?
A. Merely by Hearſay.

Q. Do you know either by official Information, or of your own immediate Knowledge, any Thing of the Situation of another Rajah, called Purtypaul Sing, about the ſame Period, that is the Year 1781?
A. Purtypaul Sing, in the Year 1781, I have always underſtood to have been in the Begums Jaghire; but I cannot ſwear it from my own particular Knowledge.

Q. Did you know a Perſon of the Name of Muſtapha Cawn, and had you him at any Time under your Charge, and whether, at the Time you ſo had him under your Charge, Muſtapha Cawn was under Sentence of Death, or no?
A. In or about May 1780, Muſtapha Cawn was ſent to the Fort of Goruckpore a Priſoner by Colonel Hannay, who wrote me to be particularly careful that he did not make his Eſcape, and to place Sepoys over him, upon whoſe Courage and Fidelity I could depend—he alſo wrote me, that he was under Sentence of Death.

Q. Did you deliver over this Perſon called Muſtapha Cawn, under Sentence of Death, to Captain Williams, with the ſame Charge reſpecting him, which you had yourſelf received from Colonel Hannay?

A. I certainly did.

Q. A Witneſs has ſaid, there was no Drought in the Province of Oude during the Years 1779 and 1780; whether you was in the Country of Oude in the Years 1779 and 1780, and whether there was any conſiderable Drought during that Period?

A. I was in the Country of Oude in 1779 and 1780, and a very great Drought prevailed.

Q. Do you recollect it, by any particular Circumſtance of Diſtreſs that you obſerved at that Time?

A. The Inhabitants were greatly diſtreſſed for Proviſions, and for ſome Years afterwards, for Two or Three Years afterwards, the Periodical Rains did not fall in their uſual Quantities, and particularly in the Year 1782, when the Inhabitants were greatly diſtreſſed indeed, and I obſerved them ſweeping the Graſs Lands, and collecting the Seeds for Subſiſtence.

Q. You was in India till the Year 1785, after the Cloſe of Mr. Haſtings's Government?

A. I left India a few Weeks or Days before Mr. Haſtings.

Q. In what Eſtimation was Mr. Haſtings held, both by the Natives of the Country, and by the European Inhabitants, during all the Time you reſided there, and particularly towards the Cloſe of his Government?

A. Mr. Haſtings, during the whole Period of his Adminiſtration, was held in the greateſt Veneration and Eſtimation by the Inhabitants of the Country, and was generally looked upon as a very great and good Man, and highly reſpected.

Croſs-examined by the Managers for the Commons.

Q. Whether your Station was not at Cawnpore?

A. In 1781, I was ſtationed at Cawnpore.

Q. Under whom was you ſtationed, and did act, during the Time of Mr. Hannay's Adminiſtration in the Provinces of Goruckpore and Barraitch?

A. From January 1778, until February 1781, I was ſtationed in the Province of Goruckpore.

Q. Whether you ſerved in Colonel Hannay's Corps?

A. I did at the Period I have ſpecified.

Q. By whom was you appointed to act in Colonel Hannay's Corps?

A. By the Britiſh Government—the Governor and Council.

Q. Who appointed Colonel Hannay?

A. The ſame Authority.

Q. Was you there at the Time of Colonel Hannay's firſt Adminiſtration?

A. Will the Honourable Manager ſtate the Dates.

Q. Was you there at the Time Colonel Hannay was firſt ſtationed at Barraitch and Goruckpore, about 1778 or 1779?

A. I was.

Q. Was not Colonel Hannay removed?

A. He was.

Q. By whom?

A. By the Vizier.

Q. Did you hear for what Cauſe?

A. I did not.

Q. Do you not know that he was replaced in the ſame Government or Command?

A. He was.

Q. By whom?

A. I was told ſo by Colonel Hannay himſelf.

Q. By whom?

A. By the Vizier.

Q. At whoſe Inſtance?

A. Colonel Hannay told me, that when the Vizier applied to him to return into the Countries of Barraitch and Goruckpore, that he refuſed to do it, and that he would not nor did accept of the Command, until he was ſolicited to it by Sir Eyre Coote, at the Requeſt of the Vizier.

Q. Did you never hear that the Vizier held the Idea of Colonel Hannay returning into his Dominions with Horror?

A. I have not; I have juſt ſtated that the Vizier requeſted his Return.

Q. Had you any other Authority for this than Colonel Hannay himſelf?
A. No other Authority; but I never doubted what Colonel Hannay ſaid; he was a Man of Honour and Veracity.

Q. Have you ever heard that the Vizier had written a Letter to Mr. Haſtings, in which he declares Colonel Hannay is inclined to requeſt his Permiſſion to be employed in the Affairs of this Quarter?
A. No.

The Counſel for the Defendant objected to the Evidence.

The Managers for the Commons were heard in Anſwer to the Objection.

Q. Whether you ever heard of this Communication being made by the Vizier of Colonel Hannay, and received the 15th September 1782?
A. I am really inclined to believe that he was dead at that Time; I cannot tell, but I am inclined to believe he was.

Q. Whether you had any Knowledge of a Communication made by the Vizier to the Governor General reſpecting Colonel Hannay, to the following Effect:—'Colonel Hannay is about to requeſt your Permiſſion to be employed in the Affairs in this Quarter: If by any Means any Matters of this Country ſhould be entruſted to the Colonel, I ſwear by the Holy Prophet I will not remain here, but will go from hence to you; from your Kindneſs let no Concern dependant upon me be truſted to the Colonel?'
A. I never heard of that Letter till this Inſtant.

Q. Do you think that after the Governor General and Council had appointed him to a Command in Barraitch and Goruckpore, as you have ſworn he did, the Vizier would have removed him without ſome ſtrong Cauſe of Diſpleaſure?
A. I cannot aſſign the Vizier's Motives for removing Colonel Hannay.

Q. Do you know that the Britiſh Government had conſiderable Influence over the Vizier of Oude?
A. I believe they had.

Q. Then, from your Knowledge of that Influence, do you imagine that the Nabob of Oude would have removed Colonel Hannay, who had been named by the Governor General and Council to the Command, without ſome ſtrong Cauſe of Diſpleaſure?
A. I believe not; a Removal certainly implies a Diſpleaſure; but he was again appointed at the Vizier's Requeſt, at leaſt ſo I was told by Colonel Hannay; I had no other Authority for it.

Q. Did Colonel Hannay tell you by what Means he had removed the Cauſe of Diſpleaſure from the Nabob's Mind?
A. He did not.

Q. Whether Colonel Hannay was not concerned in collecting the Revenues of that Country?
A. The Revenues of that Country were collected by the Vizier's Officers, under the Direction of Colonel Hannay.

Q. Did Colonel Hannay farm the Revenue for a certain Sum, or upon what Tenure did he hold it, as Collector, or Aumil, or how?
A. I believe he farmed the Revenue.

Q. Do you know at what Sum he farmed it?
A. I do not.

Q. Do you know what Sum he collected under that Farm?
A. I do not.

Q. Do you know how he kept his Accounts with the Nabob?
A. I do not.

Q. Do you know, before Ghinoo Roy was expelled, what his Revenue ſtood at?
A. I have always underſtood between 27,000 and 30,000 Rupees.

Q. Do you know whether Colonel Hannay, before he was removed, propoſed to him an Augmentation of that Revenue, or not?
A. He did.

Q. Do you know whether the former Revenue paid by Ghinoo Roy, was or was not agreeable to any Cabooleat or Agreement made with him?
A. An annual Cabooleat.

Q. Do you know that?
A. I do.

Q. Have you ſeen the Cabooleat?
A. Both Colonel Hannay and the Aumil told me, that it was an annual Cabooleat.

Q. Who ſettled that Cabooleat?
A. The Aumil.

Q. Who was the Aumil before Colonel Hannay?
A. I mean the Aumil that was there in 1778.

Q. Was it previous to Colonel Hannay's farming it, Yea or No?
A. No.

Q. It was ſettled then under Colonel Hannay's own Directions, or with his Conſent?
A. To what Year does the Queſtion allude?

Q. The Cabooleat which made the Revenue ſtand at 27,000 or 30,000 Rupees?
A. It was ſettled for the Year 1777, before Colonel Hannay was in the Country, and it appeared upon the Cutcherry Books, what the Cabooleat was.

Q. Have you ſeen the Cutcherry Books?
A. I had my Information from the Aumil who had them all in his Poſſeſſion.

Q. To what did Colonel Hannay propoſe to raiſe it upon the granting of the new Cabooleat?
A. Colonel Hannay propoſed to the Rajah to pay 60,000 Rupees; but he would have taken 50,000, if the Rajah had come near the Terms.

Q. Then Colonel Hannay attempted to raiſe his Revenue above what it was under the antient Aumil, from between 27,000 and 30,000 Rupees, to 60,000—that was his Propoſition, and he would have been content with 50,000—that he propoſed to raiſe it very conſiderably?
A. Certainly; and the Country could well afford to pay it.

Q. How do you know this?
A. Becauſe between 80,000 and 90,000 Rupees were collected from it.

Q. How do you know that?
A. From the Information of the Aumil.

Q. Do you know what the Aumil's Name was?
A. I think Sheik Mahommed, but I am not certain.

Q. Why, and upon what Occaſion, had you ſo many Converſations with Perſons who were managing and ſettling the Revenue to be paid by the Zemindars?
A. I was ſtationed at Gungowah, for the expreſs Purpoſe of aſſiſting the Aumil with Troops for the Collection of the Revenue, and upon every Requiſition that he made to me, it was very natural we ſhould have various Converſations about the Revenue.

Q. Whether your Military Duty did naturally lead you to know, and be converſant in the Settlement of the Revenue between you, Colonel Hannay, and the Zemindars?
A. My Military Duty certainly did not lead me to it, but it made Part of the Converſations I had with Colonel Hannay.

Q. Then you know nothing of what you have ſaid, but through Colonel Hannay's Repreſentation, and the Aumil acting immediately under him?
A. I do not; but I believe it to be perfectly true.

Q. Whether you think it very probale Ghinoo Roy would have abandoned his Country, if only a moderate Revenue was demanded of him?
A. He did not abandon his Country, he was driven out of it.

Q. For what was he driven out of it?
A. For refuſing to pay the Revenue.

Q. The Revenue at which he was aſſeſſed by Colonel Hannay, is that ſo?
A. I did not ſay ſo.

Q. Was he driven out of the Country becauſe he would not pay the Revenue at which he was aſſeſſed by Colonel Hannay?
A. He was driven out of the Country for refuſing to pay an Encreaſe of Revenue; and certainly a moderate Encreaſe, I think, from the Richneſs of his Country.

Q. Was he not expelled the Country for not paying the Revenue at which he was aſſeſſed by Colonel Hannay?
A. He was driven out of the Country for refuſing to pay an Encreaſe of Revenue.

Q. By whom was he driven out of the Country, and by whom was the Encreaſe demanded?
A. The Encreaſe was certainly demanded by Colonel Hannay.

Q. By whom was he driven out?
A. If the Queſtion means the Officer who was employed, I was the Officer;—I acted under Colonel Hannay's Orders.

Q. Then you having turned him out of the Country yourſelf, what were the Means, and what were the Circumſtances?
A. By attacking his Town and Fort, in which I loſt 100 Men of my Battalion—about 100 Men killed and wounded.

Q. Did you take the Fort, or did he remove from the Fort by Compoſition?
A. I took the Fort.

Q. Did you take the Rajah Priſoner, or not?
A. No.

Q. Did he eſcape?
A. He eſcaped.

Q. As you loſt 100 Men in taking the Fort, how many of the Enemy or Natives periſhed in the Attack, as far as you can judge?
A. I believe very few.

Q. What did you do with the Effects, if any, that were found in the Fort?
A. The Effects found in the Fort, including Proviſions and every Thing, I ſold, amounting to between 400 and 500 Rupees; and, with the Conſent of the Battalion, I divided the Money among the Children of the killed and wounded Men.

Q. Had Ghinoo Roy any Family or Children, or near Relations?
A. I have underſtood he was married, but had no Children.

Q. Was his Wife, or any of his near Kindred, in the Fort?
A. I cannot poſitively anſwer to that—no Woman was ſeen by any Perſon that I commanded.

Q. Can you tell what became of his Wife?
A. I ſuppoſe ſhe went with her Huſband.

Q. What Proviſion out of his Effects was made for his Wife?
A. Does the Queſtion mean out of about 50 l. Sterling that was found in the Fort?

Q. Whether this Zemindar had any Stock of Corn, Cattle, Horſes, or other Effects, upon his Lands?
A. I have already ſtated all that ever I ſaw of the Effects,—the whole Amount I ever ſaw. I heard he carried off a Sum of Money with him upon Elephants.

Q. Did you ever know a conſiderable Zemindar of that Country without a conſiderable Stock of Cattle, beginning with Elephants;—without a conſiderable Stock of Cattle of one Kind or other?
A. If he had any Cattle or Property it was in the Fort when we beſieged it.

Q. The Queſtion is as to his Zemindarry, whether you know of any conſiderable Zemindar or Landholder in that Country that has not a Stock of Cattle?
A. I am at a Loſs to anſwer the Queſtion; if it means Cows and Cattle, I ſuppoſe he had ſome.

Q. Then what Account was taken when the Proprietor was diſpoſſeſſed of thoſe Effects, in order to ſave them for Government, or otherwiſe?
A. I never ſaw nor heard of more Effects than I have ſpecified; I never ſaw an Ox or Cow he had.

Q. Then, to your Knowledge, you cannot ſay that any Care or Attention was had to that Object?
A. Except the Effects which I have ſtated, I never ſaw a Bullock, or an Ox, or a Cow, he had.

Q. Was any Meaſure taken to aſcertain whether he had or not?
A. If he had any ſuch Property it was carried off with him—his own People carried it off—I never ſaw any he had, nor ever enquired about it.

Q. To whom was the Zemindarry of Ghinoo Roy granted?
A. It was held by what is called, in the Country Language, the Cutcher; and collected by the Aumil's People.

Q. Then it was taken into the Hands of Colonel Hannay to be managed by his Aumil?
A. It was managed by the Aumils under Colonel Hannay's Directions.

Q. Do you know what Revenue Colonel Hannay collected from it?
A. I have been told between 80,000 and 90,000 Rupees.

Q. Did it continue in the ſame Way when Colonel Hannay was driven out of the Country ?
A. I really cannot ſay, I was not in the Country at the Time.

Q. Do you know what Account Colonel Hannay gave to the Circar of the Money ſo collected ?
A. I do not.

Q. Did Ghinoo Roy ever attempt to eſtabliſh himſelf in that Country ?
A. When I marched out of the Country in 1779, I think in the End of 1779, he came back to his Fort, and left it again immediately upon my Approach towards him.

Q. Whether you have not Reaſon to believe that he entered into the Country afterwards with a conſiderable Force, or raiſed a conſiderable Force in the Country ?
A. If the Queſtion alludes to the Time I mentioned, he had not a conſiderable Force.

Q. No; when Colonel Hannay was driven out of the Country in 1781 ?
A. I really do not know that Colonel Hannay was driven out of the Country.

Q. Whether, previous to 1781, he was not in the Habit of making Incurſions into the Country,—whether in great or ſmall Force ?
A. He never came into the Country at any Time, that I know, except in the Beginning of 1780, or the End of 1779.

Q. Was there not an Apprehenſion that he would always come into the Country, if an Opportunity was favourable to him ?
A. Of that I can have no Doubt.

Q. Upon what Account did the Difference happen between Colonel Hannay and Ajeet Mull ?
A. I believe I have ſtated that already.

Q. Whether Ajeet Mull did not quit the Country upon a like Attempt to raiſe his Revenue upon a new Aſſeſſment ?
A. By no Means; Ajeet Mull's Offer was voluntary, as I have ſtated.

Q. Was it accepted ?
A. Yes.

Q. Then whether you have not ſaid he had been removed for ſome Cauſe *or other*, and ſtate what Cauſe, if his Offer was voluntary ?
A. I do not recollect that I have ſaid ſo.

Q. Whether you did not ſuppoſe him to be out of Poſſeſſion for ſome Cauſe or other ?
A. I ſuppoſe the Queſtion alludes to my having ſaid that the Lands of Seerpore were reſtored to the Rajah; but thoſe Lands I have always underſtood had not been in the Poſſeſſion of the Rajah's Family ſince the Time of Sufter Jung, until the Period I alluded to, 1778, I believe.

Q. To whom did he make the Offer in order to be reſtored ?
A. The Rajah requeſted me to intereſt myſelf with Colonel Hannay to get his Lands reſtored to him.

Q. Did you ſucceed in your Application ?
A. Yes.

Q. Who was in Poſſeſſion of the Lands out of which this Man had been ſo many Years diſpoſſeſſed ?
A. The Chowdry collected them.

Q. Under what Authority ?
A. Under the Authority of the different Aumils.

Q. Had the Chowdry been long in Poſſeſſion ?
A. I cannot ſay.

Q. You found him in Poſſeſſion ?
A. Yes.

Q. What Arrangement was made with the Chowdry, when he was to be diſpoſſeſſed, in order to repoſſeſs Ajeet Mull ?
A. The Lands were taken from the Chowdry, and given to Ajeet Mull, whoſe Right they were.

Q. Did you put him in Poſſeſſion of them ?
A. No.

Q. When you thought he had a Right, and had intereſted yourſelf in Favour of that Right, how came Ajeet Mull not to be put into Poſſeſſion ?
A. Ajeet Mull was put into Poſſeſſion of the Lands, but not by me.

Q. By whom?
A. By Colonel Hannay and the Aumil.

Q. Did he continue in Poſſeſſion?
A. No.

Q. Was there any Reſiſtance to his taking Poſſeſſion?
A. None.

Q. Why did he not continue in Poſſeſſion?
A. He left his Country for the Reaſons I ſtated in the firſt Part of my Evidence.

Q. State diſtinctly what Reaſons induced him to leave it, and what you know of the Chowdry driving him out?

A. I ſtated in the firſt Part of my Evidence the Reaſons which induced the Rajah to leave the Country, the Chowdry did not drive him out.

The Managers for the Commons deſired the following Queſtions before put to the Witneſs, and his Anſwers to the ſame, might be read.

The ſame were accordingly read by the Clerk.

‘ Q. Do you know of another Perſon of the Name of Ajeet Mull?
‘ A. I do.

‘ Q. Who was he?
‘ A. Rajah of Manjowly.

‘ Q. At what Period, and for what Cauſe, was he expelled from the Country of Oude?
‘ A. He was not expelled from the Country of Owde, he ran away and abandoned his Country.

‘ Q. Upon what Occaſion?
‘ A. He had formerly large Poſſeſſions in the Diſtrict of Goruckpore, the Pergunnas of Seerpore were Part of theſe Poſſeſſions, and the Rajah himſelf requeſted me to endeavour to get theſe Lands reſtored to him, and that he would give an Increaſe of Revenue to the Vizier's Government.’

The Witneſs ſaid,

When I ſaid ‘ He had formerly large Poſſeſſions,’ I ſhould have ſaid, ‘ his Family had formerly large Poſſeſſions.’

Then the Clerk read as follows:

‘ Q. At what Period was this?
‘ A. In 1778, I made Application, and the Lands were reſtored to him. The Chowdry, who had had the Collections of thoſe Lands, and the Government of them, on hearing that they were reſtored to the Rajah, drove off the Inhabitants, and threatened them with Death, if they cultivated the Lands; the Rajah was alarmed at this, and knowing he was reſponſible for the Revenue from the Engagements he had entered into, he fled the Country.’ (*a*)

Then the Witneſs was aſked,

Q. (*by Managers.*) What Means were taken to ſupport the rightful Poſſeſſor ſo reſtored againſt the improper Efforts of the Chowdry?
A. A Detachment of Sepoys was ſent into the Pergunna.

Q. What Succeſs had they?
A. They were not oppoſed by any Force, but they could not prevent the Inhabitants running away.

Q. Why was the Rajah under Apprehenſion that he ſhould be obliged to pay a ſtipulated Revenue, when he had no Means of collecting it, ſo as to oblige him to fly the Country?
A. He had entered into an Agreement to pay a ſtipulated Sum, and I ſuppoſe he was certainly obliged to pay it.

Q. Whether there was not poſſibly a Cauſe of Apprehenſion that this Rajah would trouble the Peace of the Country, previous to the Year 1781?
A. No Cauſe of Apprehenſion that I know of.

Q. Did he, in Fact, ever make any Incurſions into the Country, or make Diſturbances there?
A. Not as long as I remained at Goruckpore.

Q. Whether it was not to be apprehended, that a Man whom you repreſented to have an antient Right in the Country, and that to very conſiderable Poſſeſſions, would endeavour, when an Opportunity offered, to repoſſeſs himſelf of his Country?
A. The Man run away, and never raiſed any Diſturbances in the Country while I ſtaid there.

(*a*) Vide ſupra, Page 1980.

Q. How long after his running away did you ſtay in the Country?
A. From 1778, to the Beginning of 1781—I ſpeak as nearly to my Recollection as I can.

Q. Had he not a natural Inducement ſo to do when an Opportunity offered, without any particular Inſtigation of any Body?
A. Ajeet Mull never did do it.

Q. Whether he had not, to repoſſeſs himſelf of large Poſſeſſions, a ſufficient Motive to enter into the Country to repoſſeſs himſelf, without the particular Inſtigation of any Perſon?
A. They are apparent Motives, but he certainly never did enter the Country.

Q. Would he have ſucceeded if he had, while the Force of Colonel Hannay remained entire?
A. That would depend what upon Force he brought with him, and what Force was oppoſed to him.

Q. What Revenue did the Chowdry pay for thoſe large Poſſeſſions after the Flight of Ajeet Mull?
A. I really do not know.

Q. Then you do not know that it was a greater Revenue than that offered by Ajeet Mull?
A. I ſhould rather ſuppoſe it to have been leſs, but I really do not know.

Q. Do you know what Account Colonel Hannay gave of the Receipt of that Revenue?
A. I ſuppoſe it was carried to the Vizier's Account; I know nothing about it.

Q. How comes it that you, who had the Negociation for the Reſtoration of Ajeet Mull, in which you was fruſtrated by the Efforts of the Chowdry, ſhould know nothing of what that Chowdry paid whom you was obliged to leave in Poſſeſſion?
A. I did not enquire what the Chowdry paid, but I think it muſt have been leſs than Ajeet Mull would have paid.

Q. Do you know whether the Inhabitants who had fled from their Habitations ever returned to their Poſſeſſions, and in what Manner?
A. I have no Doubt but a Number of them did return, but I cannot ſtate what Number.

Q. Do you know that any did return, and how many?
A. I believe they did.

Q. Do you know of any that did?
A. They certainly muſt have returned in conſiderable Numbers, otherwiſe the Chowdry never could have paid any Revenue at all.

Q. Do you know, *de facto*, that the Chowdry ever did pay any Revenue at all after that Period?
A. I have been told by the Aumil he did, and I have no Doubt of it.

Q. The Queſtion means as full a Revenue as formerly?
A. I cannot tell; for I really do not know what the full Revenue was.

Q. Do you know what was the Cauſe of the Rajah Purtipaul Sing quitting the Country?
A. I am not clear I heard the Reaſons of his leaving the Country, as he was in a different Part of the Country from where I was; but I believe he quitted the Country, from what I heard, for refuſing to pay his Revenue.

Q. Have you any Reaſon to think theſe were the only Zemindars in the Country whoſe Revenue Colonel Hannay attempted to raiſe by a new Aſſeſſment?
A. I dare ſay he endeavoured to raiſe the Aſſeſſment of the Revenue of many of the Zemindars of the Country.

Q. Then what were the Proportions, as far as you have been able to diſcover, which the new Aſſeſſments of Revenue bore to the old?
A. I really cannot ſtate that.

Then the Houſe adjourned to the Chamber of Parliament.

Die Veneris, 12° *Aprilis* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

The Managers for the Commons deſired Major Lumſdain might be called in to conclude his Croſs-Examination.

Major LUMSDAIN was accordingly again called in, and croſs-examined, as follows:

Q. You have been examined concerning the Condition and Conduct of Purty Paul Sing, a Zemindar that had raiſed Diſturbances in Goruckpore where you were ſtationed under Colonel Hannay,—did Purty Paul Sing make any Diſturbances or re-enter the Country, previous to December 1781?
A. Purty Paul Sing was not a Zemindar of the Province of Goruckpore, and never entered it to my Knowledge.

Q. Do you not recollect that you ſaid, "That you was not very clear as to the Reaſons of Purty Paul Sing's quitting the Country; that it was a different Part of the Country from where you were; but you believed he quitted the Country for refuſing to pay his Revenue:"—Did you ever hear of Purty Paul Sing before the Period ſtated in the Queſtion?
A. I did ſay ſo.

Q. Did you ever hear of any Diſturbances made by Purty Paul Sing, or of his entering into the Country previous to the Year 1781?
A. I have heard that he made Diſturbances in the Country, but it was not in the Diſtrict of Goruckpore.

Q. Was it not in the Diſtrict of Baraitch?
A. It was rather in the Country that lies between Baraitch and Goruckpore where his Zemindarry was.

Q. Do not thoſe Provinces confine upon one another?
A. They do.

Q. What Country is it then that you ſtate to lie between them?
A. The Country in which Purty Paul Sing's Zemindarry was.

Q. What is it called?
A. I cannot recollect the Name.

Then a Map was ſhewn to the Witneſs by the Managers for the Commons, and he was aſked,

Q. You may poſſibly know it by this?
A. Buſty is the Name of the Zemindarry.

Q. Buſty was his Zemindarry?
A. Yes.

Q. Was not Buſty within the Farming of Colonel Hannay?
A. It was.

Q. Whether there were not frequently Diſturbances in the Provinces of Baraitch and Goruckpore previous to 1781?
A. I can only ſpeak poſitively to Goruckpore, and from Hearſay in the Province of Baraitch:—The Diſturbances in Goruckpore I have ſpecified, and I have heard that Purty Paul Sing was driven out of his Country previous to 1781.

Q. So there were Diſturbances in the Country previous to 1781,—did Diſturbances exiſt in the Country farmed by Colonel Hannay before the Year 1781?
A. Some Diſturbances certainly did exiſt before 1781.

Q. Do you know of any Regulations of Trade made in that Country by Colonel Hannay?
A. I do not; I know of no Regulations of Trade.

Q. Have you ever heard that Colonel Hannay did directly or indirectly interfere in the Trade of thoſe Provinces—mediately or immediately?
A. I do not recollect that he did.

Q. Did he eſtabliſh any Gunges or Markets within that Country?
A. Not that I know of, unleſs the Bazars attached to the different Corps can be called Markets.

Q. Did you hear that no Complaint was made of thoſe Bazars or Gunges attached to the Military Corps, as being the Cauſe of Tyranny and Oppreſſion towards the Aumils and Inhabitants?
A. I never did hear that any of the Bazars attached to the Military Corps were the Cauſes of Oppreſſion; indeed they were in themſelves ſo very trifling, that they ſcarcely merit the Name of a Market or Gunge.

Q. Did you never hear that thoſe Gunges, commonly known by the Name of Colonel Gunges, were complained of by the Nabob on Account of the Abuſes juſt mentioned?
A. I have heard that ſome Gunges in different Parts of the Country were complained of by the Nabob, but theſe had no Relation to any Bazar that was eſtabliſhed with the Troops under Colonel Hannay.

Q. Whether you have never heard of a Letter from the Nabob Vizier to the Rajah Govind Ram, and another written by himſelf, received the 1ſt of February 1781, upon the Subject?
A. I never have heard of any ſuch.

Q. Was not you engaged in ſome other Parts of the Country to repreſs refractory Zemindars?
A. Yes, I was: I was employed in 1782 and 1783 in repreſſing Diſturbances excited by Rajah Bulbudder Sing.

Q. In your Opinion what was the Occaſion of thoſe Diſturbances?
A. I have heard that the Rajah himſelf and his Father were in conſtant Rebellion againſt the Government of Sujah Dowlah, and his Son Aſoph ul Dowlah.

Q. Did you hear whether that Rebellion conſtantly continued, or only broke out afreſh after ſome Intermiſſion?

The Queſtion was objected to.

Q. Whether or no that Rebellion which broke out, and which you was to ſuppreſs, was a Continuation of thoſe former Rebellions which you have already mentioned?
A. The Rebellion of Rajah Bulbudder Sing had not the leaſt Connection with any of the other Rebellions which I have mentioned.

The Managers for the Commons deſired the following Queſtions above put to the Witneſs, and his Anſwers to the ſame, might be read.

The ſame were accordingly read by the Clerk, as follows:

'Q. Was not you engaged in ſome other Parts of the Country to repreſs refractory Zemin-
'dars?
'A. Yes, I was: I was employed, in 1782 and 1783, in repreſſing Diſturbances excited by the
'Rajah Bulbudder Sing.

'Q. In your Opinion, what was the Occaſion of thoſe Diſturbances?
'A. I have heard that the Rajah himſelf and his Father were in conſtant Rebellion againſt
'Sujah Dowlah and his Son Aſoph ul Dowlah.

'Q. Whether or no that Rebellion which broke out, and which you was to ſuppreſs, was a
'Continuation of thoſe former Rebellions which you have already mentioned?
'A. The Rebellion of Rajah Bulbudder Sing had not the leaſt Connection with any of the other
'Rebellions that I have mentioned.'

The Witneſs ſaid,

As far as I know.

Q. Whether or no this Rebellion which began on the Part of Rajah Bulbudder Sing, in the Time of Sujah Dowlah, continued at the Time when you was ſent to repreſs it, or whether there was any Intermiſſion?
A. It continued with Intermiſſions as the Rajah had Opportunities of entering the Country.

Q. Did he not receive ſome Penſion, Annuity, or Allowance upon the Part of the Begums of Oude, in order to keep him quiet?
A. I have heard that he did.

Q. Do you think that this Penſion, whatever it was, was regularly continued to be paid to him to the Time of his laſt Rebellion ?

A. I believe it was withheld from him.

Q. Whether this Bulbudder Sing was not the lineal Deſcendant of the moſt powerful Hindoo Family in that Part of Hindoſtan ?

A. I have underſtood that he was.

Q. Did you not hear that Connections with him were eagerly ſought after, as thought to confer Honour ; that he was much reſpected himſelf ; and that his Rebellion againſt Government was not looked upon as a Crime, and whether you did not ſo repreſent it to John Briſtow Eſquire, Reſident at the Vizier's Court, in a Letter dated the 16th of November 1782 ?

A. The Queſtion is a very long one, and will require ſome Explanation. If the firſt Part is read, I will give an Anſwer to the firſt Part, and to the other Parts as they go on.

Then the firſt Part of the Queſtion was read to the Witneſs, as follows :

' Q. Did you not hear that Connections with him were eagerly ſought after, as thought to confer Honour ?'

A. The Rajah was a Man of high Caſt, and Marriages into his Family were thought to confer Honour.

' Q. That he was much reſpected himſelf, and that his Rebellion againſt Government was not looked upon as a Crime, and whether you did not ſo repreſent it to John Briſtow Eſquire, Reſident at the Vizier's Court, in a Letter dated 16th of November 1782 ?'

Then a Book was ſhewn to the Witneſs, and he ſaid,

A. He was much reſpected on Account of his high Caſt, which always carries Reſpect in that Country ; and the neighbouring Zemindars of Azimgurrah, where his Country bordered upon, did not look upon his Rebellion as a Crime—on the contrary, I believe many of them were very well inclined to follow his Example—that is my Anſwer to that Part of the Queſtion.

Q. Whether you did not ſo repreſent it to Mr. Briſtow ?

A. I did ſo.

Q. Whether you did not repreſent ' that the Zemindars were much attached to that Rajah, whom they conſidered as their Hereditary Prince, and never failed to aſſiſt him' ?

A. I did.

Q. Then did you not recommend the renewing the Penſion or Allowance to this Rajah, as the moſt effectual Means of quieting the Diſturbances of the Country ?

A. I did ſo recommend it.

Q. Have you any Reaſon to think your Advice was taken ?

A. I had no Right to adviſe ; what I recommended was not adopted.

Q. Do you recollect that Muſtapha Cawn was delivered to you in May 1780 ?

A. As near as I can recollect, I think that was the Time, but I cannot be certain as to Dates.

Q. Do you recollect what became of him ; in what Name and Character was he delivered into your Hands, and by what Authority ?

A. I have ſtated that, in a former Part of my Evidence ; if that is referred to, it will appear, and I really can give no further Information upon the Subject.

Q. Was he delivered to you under Sentence of Death ?

A. He was delivered to me as under Sentence of Death, by the Vizier.

Q. Did you ever ſee that Sentence ?

A. No.

Q. Did Colonel Hannay ſhew you the Warrant he had for confining him as a Perſon under Sentence of Death ?

A. No, Colonel Hannay was about 150 or 200 Miles diſtant, about that Time, from me.

Q. Was you Commandant, or otherwiſe employed in Authority at Goruckpore, at the Time when Muſtapha Cawn was delivered to you ?

A. I commanded the Battalion ſtationed at Goruckpore at that Time.

Q. Where was you at the Time when you received this Order for the Impriſonment of Muſtapha Cawn ?

A. To the beſt of my Recollection I was at Gungowah, about 60 Miles from the Fort of Goruckpore, to which Colonel Hannay ſent Muſtapha Cawn.

Q. Then you did not ſee Muſtapha Cawn, nor confine him by the Authority derived from Colonel Hannay, but from ſomebody elſe?

A. I never in my Life ſaw Muſtapha Cawn; but he was confined in the Fort of Goruckpore, by Colonel Hannay's Orders tranſmitted to me.

Q. To whom did you tranſmit thoſe Orders for the Confinement of Muſtapha Cawn?

A. To the black Officer, the Native Officer, commanding in the Fort of Goruckpore.

Q. Who was he?

A. I think his Name was Ahlaud Sing, but I cannot be poſitively certain of it at this Diſtance of Time.

Q. Have you Colonel Hannay's Letter to you?

A. I have not.

Q. Have you a Copy of your Letter to Ahlaud Sing, or whoever commanded in the Fort of Goruckpore, for the Impriſonment of Muſtapha Cawn?

A. I have not.

Q. Did Colonel Hannay tranſmit any Copy of the Sentence to you?

A. He did not.

Q. Do you know, or have you ever ſeen, the Petwah or Sentence of any Judge of the Law, upon which Muſtapha Cawn was ſentenced to Death?

A. I never have.

Q. Do you know any Thing of the Place where he was tried and convicted?

A. I do not.

Q. Do you know the ſpecific Offence that was charged againſt him, and the Defence that he made?

A. I have heard that Rebellion and plundering the Diſtricts adjacent to his Place of Reſidence were the Crimes alledged againſt him.

Q. You have only heard ſo?

A. I have only heard ſo.

Q. Have you ever ſeen any Depoſitions, or Copies of Depoſitions, or any Notes taken of Evidence produced upon his Trial?

A. I never have.

Q. Whether you know why, if he was under Sentence of Death when he was confined in the Fort of Goruckpore, the Execution of that Sentence was reſpited for Fifteen or Sixteen Months?

A. I do not know.

Q. Whether you recollect where Muſtapha Cawn chiefly reſided—and what the chief Place of his Reſidence was called?

A. I do not now recollect the Name of the Place, but I have heard it was ſituated either in the Province of Kyrabad or Barraitch?

Q. Was it ſituated in a Place called Nampara?

A. Yes; that was the Name of it.

Q. What is the Diſtance of that Place from Goruckpore, as well as you recollect?

A. I really cannot exactly ſay; about 200 or 250 Miles, perhaps; but I ſpeak from Conjecture.

Q. What Diſtance do you conceive it to be from Baunſey?

A. I really cannot ſtate the Diſtance.

Q. Is it near the Road from Goruckpore to Baunſee?

A. I ſhould think not, from my Ideas of the Country; but I never was in that Part of the Country.

Q. Or from Baunſey to Buſtee?

A. I ſhould think not; but I really do not know that Part of the Country; I never was in it.

Q. Whether Muſtapha Cawn, to your Knowledge, had any conſiderable Influence in the Neighbourhood of Goruckpore itſelf?

A. I do not ſuppoſe he had.

Q. Whether you recollect, and can ſwear, to the preciſe Time of your firſt hearing the Reports againſt the Begums?

A. As well as I recollect, it was during the Rebellion of Cheit Sing, or immediately after, that I firſt heard thoſe Reports.

Q. Will you take upon yourſelf to ſwear that it was before the 19th of September 1781?
A. I really cannot.

Q. Where was you at that Time—on the 19th of September 1781?
A. As near as I can recollect, I ſhould ſuppoſe on my March from Cawnpore to Illahabad.

Q. Did you ever communicate thoſe Reports to Mr. Haſtings, and when particularly?
A. What does the Queſtion mean?

Q. Concerning the ſuppoſed Rebellion of the Begums?
A. No; I never did.

Q. Did you ever ſee or hear of a Letter of the Vizier to Mr. Purling, the Reſident at Oude, dated the 19th November 1779, in which the Vizier ſays, "The late raiſed Brigade at Futtygur is not only quite uſeleſs to my Government, but is moreover the Cauſe of much Loſs both in the Revenues and Cuſtoms;" the detached Bodies of Troops under other European Officers bring nothing but Confuſion to the Affairs of Government, and are entirely their own Maſters?"
A. I have read that Letter in England, but I never heard of it in India.

Q. Do you recollect that Mr. Haſtings ever made a Complaint to this Effect;—"That the remote Stations of thoſe Troops" (meaning the Troops juſt deſcribed) "placing the Commanding Officers beyond the Notice and Controul of the Board, afforded too much Opportunity and Temptation for unwarrantable Emoluments, and excited the Contagion of Peculation and Rapacity throughout the whole Army?"
A. I have read that Account in England alſo.

Q. Did you ever hear any ſuch Account in India?
A. I did not.

Q. When Mr. Haſtings reformed thoſe Troops upon the Ground of ſuch Complaints,—did he never communicate, or cauſe to be communicated, to you, or to any other Officer ſerving in thoſe Corps, ſo grievous a Complaint?
A. I never knew of any ſuch Communication.

Q. (*by Counſel.*) You have ſtated the Expulſion of Genoo Roy from his Country,—whether Genoo Roy was expelled from his Country before he had ſhewn a Spirit and Purpoſe of retaining that Country hoſtilely againſt his Sovereign?

A. Genoo Roy, previous to his Expulſion, had collected a large Force, and had fortified his Fort and Town, and thrown up conſiderable Outworks.

Q. Did you apply to have Admiſſion into his Town?
A. Yes.

Q. What Anſwer did you receive to that Application?

A. Previous to my making the Attack upon his Town, I ſent down the Native Adjutant of the Battalion, requiring the Gates to be opened, and the Vizier's Troops to be admitted; the Adjutant returned and told me that the People were all under Arms, and would not open the Gates, and that they had the Rajah's Orders to oppoſe the Entrance of the Vizier's Troops.

Q. Had not the Rajah, by the Cuſtom of the Country, an Alternative, either to hold his Country at the encreaſed Rent demanded of him, or, upon his Surrender thereof, to have the cuſtomary Allowance called a Nankar—a certain Proportion of the groſs Rents by the Perſon who ſucceeded him?

The Managers for the Commons objected to the Queſtion, as a new Examination in Chief.

The Counſel for the Defendant were heard in Anſwer to the Objection.

The Queſtion was read by the Clerk, as follows:

'Q. Had not the Rajah, by the Cuſtom of the Country, an Alternative, either to hold his Country at the encreaſed Rent demanded of him, or, upon his Surrender thereof, to have the cuſtomary Allowance called a Nankar—a certain Proportion of the groſs Rents by the Perſon who ſucceeded him?'

The Managers for the Commons were informed, that the Inquiry was proper, being merely to explain Matter ariſing upon the Croſs-Examination.

Then the Queſtion was put to the Witneſs as follows:

Q. Had the Rajah, by the Cuſtom of the Country, an Alternative, either to hold his Country upon the encreaſed Rent demanded of him, or, upon his Surrender thereof, to have the cuſtomary Allowance, a Nancar, which is a certain Proportion of the groſs Rent paid to him by the Perſon who ſucceeds him?

A. By the Cuſtom of the Country, the Rajah certainly had it in his Power to have given up his Country upon the encreaſed Rent being demanded of him: Had he given in, what is called in the Language of the Country, an Eſtapha, or Renunciation of the Lands; and in that Caſe had he made all the Cultivators of the Lands forth-coming, he would have received what is called a Nancar, which is an Allowance from Government, generally from Seven to Ten per Cent. upon the Revenue realized.

Q. Do you know whether the Rajah ever delivered in, or tendered any ſuch Eſtapha or Deed of Renunciation?
A. I think he never did.

Q. Whether the Penſion which appears to have been paid to Bulbudder Sing, by the Begum or the Government of Oude, was not paid him in order to buy off thoſe Incurſions which he was in the Habit of making into that Country?
A. I have underſtood that it was paid him to prevent his making thoſe Incurſions into the Country.

Q. You have been aſked, upon the Subject of Muſtapha Cawn, whether you ever ſaw the Sentence of his Condemnation, or the Record of his Conviction; whether you are acquainted with the Mode of Trial in that Country, or have been preſent at any Trials?

The Managers for the Commons objected to the Queſtion.

Q. Do you know, whether any Record is made of Convictions in that Country, or Warrants, or Depoſitions, or Sentences formally drawn up, or Notes of Evidence taken—Do you know whether ſuch Things exiſt, or have you ſeen them, if they do, in that Country?
A. I ſhould ſuppoſe in the regular Courts of the Cutcherry they do exiſt, but I have never ſeen any of them.

Then the Counſel for the Defendant requeſted Permiſſion to aſk One or Two Queſtions, which they had omitted to aſk upon the Examination in Chief, concerning Treaſures depoſited in a Zenana, whether ſuch Act of Depoſit veſted a Right to them, in any of the Women belonging to the Zenana.

The Managers for the Commons ſaid, if the Houſe had no Objection, they had none.

Q. (*by a Lord.*) What did you mean by making the Tenants forth-coming; what is meant by the Expreſſion "forth-coming?"
A. I meant, had he made the Cultivators of the Land forth-coming to the Aumils, that they might have collected the Rents from them.

Q. Then you mean to ſay ſomething was to be done to have entitled that Perſon to the Seventh or Tenth of the Profits upon his Reſignation;—ſtate more fully what that Perſon was to do to be ſo entitled?
A. I mean, that the Perſon giving up his Lands is obliged to make every Farmer of his Country forth-coming to the Aumils, to the Officers of Government, that they may collect and receive the Rents from the Cultivators of the Land.

Q. Then if he could not make them ſo forth-coming, he was not entitled to this Allowance?
A. Certainly not.

Q. Whether it is invariably in their Power to make the Tenants ſo forth-coming: Whether it was in the Power of Ghinoo Roy to make them forth-coming if he pleaſed?
A. Every Farmer or Cultivator of Land gives a Security, and the Rajah muſt either have produced the Man or the Perſon who was Security for him.

Q. (*by a Lord.*) Why ſhould there be a Difference of from Seven to Ten per Cent. upon the Nancar,—whether there is a given Sum, or whether it varies?
A. I mentioned from Seven to Ten per Cent. as the Medium of what has been ever given.

Q. Then it is not any fixed Sum that he has a Right to?
A. It is not a fixed Sum; but it is generally from Seven to Ten per Cent.

Q. Is it then as a Bargain, the beſt he can make for himſelf?
A. A great deal of that will depend upon the Manner in which the Rajah conducts himſelf.

Q. The Nancar is for the Eſtapha or Reſignation?
A. Yes.

Q. Whether you underſtood the Nancar to be the Inducement to the Reſignation, which is neceſſary to thoſe Perſons who gave him the Nancar?
A. Not as an Inducement, but as a Maintenance, when he gives up his Country.

Q. Is the Nancar ever given to thoſe who do not make a formal or inſtrumental Reſignation of it, which I underſtand to be what they call the Eſtapha?
A. It never is.

Q. (*by a Lord.*) What Steps did Ghinoo Roy take to make the Farmers forth-coming?
A. Ghinoo Roy never gave in his Eſtapha or Reſignation of his Lands.

Q. Did he take any Steps to obſtruct their forth-coming?
A. He was expelled the Country, and had it not much in his Power to obſtruct them.

Q. What is a Nancar?
A. A Nancar is a Maintenance allowed for the Subſiſtence of the Rajah upon his fulfilling certain implied Duties, ſuch as I before ſtated.

Q. You have ſaid it varies between Seven and Ten per Cent.; whether in the Company's Provinces it is not fixed at Ten per Cent.?
A. I cannot ſay.

Q. Whether you know any Thing reſpecting the Cuſtoms of the Eaſt, as to Places of Depoſit for their Treaſures; and whether Zenanas are not uſually employed as Places of ſuch Depoſit?
A. Zenanas are generally kept in the moſt ſecure Place in the Poſſeſſion of the Nabob or Rajah who has them; and it is cuſtomary for the Nabobs or Rajahs to lodge their Treaſure and moſt valuable Effects in thoſe Places.

Q. Does the Act of depoſiting Treaſures in Zenanas, by the Cuſtom of that Country, confer a Right to thoſe Treaſures upon the Women in whoſe Zenanas they are ſo depoſited.

The Managers for the Commons objected to the Queſtion.

The Counſel for the Defendant were heard in Anſwer to the Objection.

The Queſtion was ordered to be read by the Clerk, and being read accordingly, the Witneſs ſaid,

A. I think it does not.

Q. (*by Managers.*) Whether you have ever ſtudied the Law of that Country, Mahometan or Hindoo?
A. No, I never did.

Q. Did you ever put that Queſtion to any Doctor of thoſe Laws, commonly called Pundits, and to whom?
A. No, I never did.

Q. What Means had Ghinoo Roy, or any Perſon in his Situation, when removed from the Authority in his Zemindary, to make the Tenants anſwerable for their Payments to the Aumil, Chowdry, or whoever elſe was in Poſſeſſion of the Land, ſo as to make them forth-coming?
A. I think a former Anſwer I gave perfectly anſwers the Queſtion: Every Farmer gives a Security to the Rajah for the Payment of his Rents, and the Rajah certainly had it in his Power either to produce the Farmer, or his Security.

Q. By what Means, when he is out of Poſſeſſion?
A. When a Rajah, or Zemindar, gives in an Eſtapha, he always remains in his Country, and attends the Aumils or Government Collectors whenever they come into his Diſtrict, or whenever they ſummon him to appear before them.

Q. Suppoſe they ſhould run away, what Remedy has he, if both Farmer and Security run away?
A. The Securities very ſeldom do run away, and if they did, it would certainly be the Rajah's Fault for having taken a bad Security.

Q. Then in that Caſe the Rajah had no Means of recovering his Nancar, or Penſion?
A. He would certainly forfeit his Right to it, in Conſequence of the Engagements they always, in theſe Caſes, come under: or he would be obliged to make up the Deficiency of Revenue ariſing from his not producing the Farmer or his Security.

Q. As this Nancar is reſerved upon the Rents received by the Aumil who ſucceeds, what Way has the diſpoſſeſſed Rajah of compelling the Aumil to come to an Account with him upon that Subject, or of finally compelling him to pay the Nancar at all?
A. I never heard that an Aumil refuſed to pay the Nancar, if the Rajah fulfilled his Engagements; and he could have Recourſe againſt the Aumil, were he inclined to refuſe paying it, by a Complaint to the Vizier; but I believe it never happened, that the Aumil refuſed to pay the Nancar, if the Rajah fulfilled his Engagements.

Q. Have you then never heard of an unjuſt and oppreſſive Aumil in that Country?
A. Of many.

Q. Whether, or no, the Nabob of Oude was ſufficient Maſter of an Engliſh Collector in that Country, ſo as to puniſh him for any Act of Oppreſſion of his, or of his Aumil?

A. I cannot poſſibly ſuppoſe, that the Engliſh Collector or Aumil would ever refuſe paying the Rajah; and the general Confidence that takes Place among Mankind renders the Suppoſition almoſt impoſſible.

Q. Was it always eaſy for a Rajah to have Acceſs to the Nabob of Oude, to obtain Juſtice againſt an Aumil in ſuch a Caſe?

A. I never knew of ſuch a Caſe happening.

The Witneſs was directed to withdraw.

The Counſel for the Defendant informed the Houſe, they would next call John Wombwell Eſquire.

Accordingly **JOHN WOMBWELL** Eſquire, was called in, and being ſworn, was examined as follows:

Q. When did you firſt arrive in India?

A. In the Year 1776.

Q. When did you leave it?

A. In the Year 1787.

Q. Did you continue there during all that Time?

A. I did.

Q. When did you firſt go to Lucknow?

A. I believe in 1779.

Q. When did you quit it?

A. In 1787, I believe.

Q. In what Capacity did you reſide at Lucknow?

A. In ſeveral, as Paymaſter, Auditor General, Accountant, and Treaſurer.

Q. Was you at Lucknow when Intelligence arrived there of the Inſurrection of Cheit Sing?

A. I was.

Q. What was the general Report with reſpect to the Conduct of the Begums, as connected with that Rebellion?

A. They were believed, by every Body I ſaw, to be hoſtile to the Engliſh.

Q. Did you ever hear that Fact doubted in India?

A. I did not; it was generally believed.

Q. Did you yourſelf believe it then, and do you believe it now?

A. Certainly.

Q. Did you ever hear of a 1,000 Nudjebbs having left Lucknow at any Time during the Months of Auguſt or September, in the Year 1781?

The Managers for the Commons objected to the Queſtion.

The Counſel for the Defendant were heard in Anſwer to the Objection.

The Witneſs was aſked,

Q. Do you know whether or not, in Point of Fact, One thouſand Nudjeebs marched from Lucknow in the Months of Auguſt or September 1781 to the Aſſiſtance of Cheit Sing?

A. I do not know.

Q. Could they, according to the beſt of your Judgement, have marched from Lucknow without your knowing it, or having ſome Intimation of it?

A. I believe not.

Q. Had you ever any Intimation of it?

A. No.

Q. Of what Deſcription of Perſons were the Jaghiredars in general?

A. There were ſeveral Deſcriptions there;—Orderlies of the Nabob and others.

Q. Do you mean amongſt the Perſons who had Jaghires in the Nabob's Dominions?

A. I do.

Q. Were thoſe, in general, Perſons of good or bad Character?
A. They had no Character at all.

Q. Did you know a Perſon of the Name of Bowanny Sing;—Look at that Liſt and mention the Names you do know?

Then a Paper was ſhewn to the Witneſs.

A. I remember moſt of them.

Q. Mention their Names?
A. Bowanny Sing, Mico Sing, Mamoſty Sing, Nawaub Sing, Subah Sing, and another whom I do not recollect at this Moment;—Sannata Cawn.

Q. Were the Names you have mentioned Orderlies?
A. They were ſo; I have not a Doubt of it.

Q. Was the Poſſeſſion of Jaghires in Oude beneficial or injurious to the good Government and Proſperity of the Country?
A. They muſt have been injurious when given to ſuch Men.

Q. Independent of the Characters of thoſe Perſons who held them, was there any Thing in the Tenure itſelf that was injurious in the Reſpect already mentioned?
A. I am not ſufficiently acquainted with the Subject.

Q. Having reſided in India during Twelve Years, in what Eſtimation was the Character of Mr. Haſtings generally held by the Natives of the Country?
A. I do not believe there was a Name in Europe more revered than the Name of Mr. Haſtings was by the Natives of India.

Q. Do you mean by the Term was—is?
A. Is.

The Counſel for the Defendant deſired the Two laſt Queſtions and Anſwers might be read.

The ſame were read accordingly by the Clerk, as follows:

‘ Q. Having reſided in India during Twelve Years, in what Eſtimation was the Character of
‘ Mr. Haſtings generally held by the Natives of the Country?
‘ A. I do not believe there was a Name in Europe’—

The Witneſs ſaid,

In the World.

The Clerk continued to read,

‘ —More revered than the Name of Mr. Haſtings was by the Natives of India.’

‘ Q. Do you mean by the Term was—is?
‘ A. Is.’

Q. *(by a Lord.)* By no Name in Europe, you mean no European?
A. Certainly.

Q. *(by Counſel.)* Do you mean it is impoſſible for any Name in any Country to be held in higher Eſtimation than that of Mr. Haſtings was, and is, in India?
A. I do.

Q. Do you know whether the Nabob's Debt to the Company was liquidated during the Year 1784-5?
A. It was, except a ſmall Balance that was paid up afterwards by him;—a very ſmall Balance;—I do not recollect what.

Croſs-examined by the Managers for the Commons.

Q. What Age was you when you firſt went up into the Country of Oude?
A. About Twenty-eight or Twenty-nine.

Q. In what Situation was you, before you went up into Oude?
A. Superintendent of Saltpetre at Purnea.

Q. Do you undertake to ſay that you knew of every Corps of the Nabob's Troops which marched at any Time from Lucknow during your Reſidence there?
A. No; I do not pretend to ſay it.

Q. Then a Corps may have marched out of that Place without your Knowledge?
A. I ſhould think not at that Time.

Q. Had you an official Account of all the Troops which marched with the Nabob when he left Lucknow in that Year?
A. No.

Q. Do you not know that in general ſome conſiderable Bodies of Troops did march with the Nabob?
A. He always had Troops with him upon his March.

Q. Do you know whether there were not among the Jaghiredars Perſons of other Deſcriptions than thoſe Orderlies that you mentioned?
A. Certainly.

Q. Had not the Nabob's Mother and Grandmother Jaghires?
A. They had.

Q. Had not ſome of the Nabob's Uncles, and other very near Relations, Jaghires?
A. I believe ſo.

Q. Had not other Mahometans of Diſtinction Jaghires?
A. I believe ſo.

Q. Were not ſome of them conferred in the Time of the Nabob Shujah ul Dowlah, or earlier?
A. I do not know when they were conferred.

Q. Have you not Reaſon to think that ſome of them were of long ſtanding?
A. I do not know when they were conferred?

Q. Whether thoſe Orderlies, who had Jaghires, were not placed in thoſe Jaghires by the reigning Nabob Aſoph ul Dowlah himſelf?
A. They were; I believe they were.

Q. Whether they were not Perſons in the Nabob's Favour?
A. Undoubtedly.

Q. Whether the Nabob would not probably have a Reluctance to the Removal of Perſons who owed their Situation to his Favour?
A. I believe they were Men of very little Conſequence even to himſelf.

Q. Whether you was at Lucknow when ſeveral Effects were delivered by the Begums, in Diſcharge of the ſeveral Demands that were made upon them?
A. I heard that they were.

Q. In what official Situation was you when thoſe Effects were brought to Lucknow?
A. I was Paymaſter General to the Vizier's Troops under the Command of Britiſh Officers—no; I believe I was then Accountant to the Reſident.

Q. You was in the Reſident's Office?
A. Yes.

Q. Was it only in Mr. Briſtow's Time that any Effects of the Begums were delivered up for the Uſe of the Engliſh Government?
A. I recollect but One.

Q. Were there no Effects of the Begums delivered up during Mr. Middleton's Reſidence,—no Jewels, no Plate, no Cloaths?
A. I recollect but One.

Q. Do you mean in Mr. Middleton's Time?
A. It was immediately after the Affair at Fyzabad.

Q. Then do you not recollect One Delivery in the Time of Mr. Middleton?
A. I recollect no Delivery, but only a Report that ſuch Things were brought to Lucknow.

Q. Do you not recollect there was more than One ſuch Delivery?
A. I do not; I recollect no Delivery, but a Report.

Q. Was you not an Accountant in Mr. Middleton's Office at that Time?
A. I was; no;—I was Paymaſter at that Time, I believe; upon my Honour I do not recollect, but I believe I was Paymaſter.

Q. Can you ſwear that you know nothing of the Tranſactions in Mr. Middleton's Office at that Period of Time?
A. I can ſwear I know nothing with regard to the Queſtion of the Treaſures brought from Fyzabad.

The laſt Queſtion was read by the Clerk.

' Q. Can you ſwear that you know nothing of the Tranſactions in Mr. Middleton's Office at ' that Period of Time ?'

A. No; it is impoſſible to ſwear that.

Q. Then you are aſked particularly what Tranſactions in Mr. Middleton's Office you were likely to know, and what not—What Tranſactions you do know, and what not?

A. I never was in Mr. Middleton's Office.

The Counſel for the Defendant objected to the Queſtion.

The Managers for the Commons were heard in Anſwer to the Objection.

The laſt Queſtion and Anſwer were read by the Clerk.

Then the Witneſs was aſked:

Q. Whether or no it was not underſtood that the official Situations in which you was, were ſubordinate to the Reſident, and controulable by him?

A. Not when I was Paymaſter certainly.

Q. Was it, when you was Auditor, Treaſurer and Accountant?

A. When I was Treaſurer, there was no Reſident.

Q. Whether thoſe Offices of Accountant, Auditor, and Treaſurer, are not, in the uſual Courſe of Buſineſs in the Province of Oude, ſubordinate to the Britiſh Reſident there?

A. The Office of Paymaſter was not: The Office of Accountant, when there was a Reſident, certainly was;—I was Accountant when there was no Reſident.

Q. Was not that of Treaſurer?

A. There was no Reſident when I was Treaſurer.

Q. The Queſtion is, whether, in the ordinary Courſe and Conſtitution of the Office, thoſe Offices are not ſubordinate to the Reſident when there is one there?

A. The Paymaſter was not; the Accountant was when there was a Reſident; the Treaſurer was an Appointment formed when the Reſident was recalled.

Q. Then how comes it that, in the Courſe of that Affair, you come to know *nothing* at all of the Money Tranſactions between the Begums and the Reſident?

A. Becauſe I had nothing to do with them.

Q. If Money was received from the Sale of the Begums Effects, who was to receive that Money on Account of the Engliſh?

A. The Reſident was to receive it from the Nabob, the Paymaſter received it from the Reſident.

Q. Are you ſure that you were neither Auditor, nor Accountant, nor Treaſurer, at any of the Times of Receipt of Money or Effects from the Begums?

A. I was Paymaſter and Auditor to the Vizier's Troops at the Time I firſt heard theſe Reports.

The laſt Queſtion and Anſwer were read by the Clerk.

The Witneſs ſaid,

I do not remember to have heard of them at any other Time.

Q. The Queſtion is, whether, at any Time of the Receipt of Money or Effects from the Begums, you were in any Office of Treaſurer, Accountant, or Auditor, at any Time of receiving any Money or Effects from the Begums?

A. I recollect ſuch Report only once, and then I was Paymaſter and Auditor; I believe ſo, but I do not recollect.

Q. Whether, at any of thoſe Periods of Time, you was in any of thoſe Offices, or in any of ſuch Office as the Queſtion deſcribed?

A. I recollect the Report but once, and I never was at Lucknow but in Office.

Q. Whether you can undertake to ſwear that you were not in any of thoſe Offices at ſuch Times, at any of the Times when any Goods or Money were received by the Office from the Begums, during the Period of the Year 1782?

A. I never received any of the Effects.

The Queſtion was objected to as having been anſwered already.

The laſt Five Queſtions put to the Witneſs, and his Anſwers thereto, were ordered to be read.

The ſame were accordingly read by the Clerk.

Q. (*by Managers.*) Can you correctly recollect whether you were in no Office of Account at the Time you heard the Report of the Delivery of the Begums Effects or Money, after the beginning of January 1782?

The Counſel for the Defendant objected to the Queſtion.

Q. (*by Managers.*) Whether you will ſwear you was not, at the Time you heard that Report, in the Office of Accountant General?
A. I was always in the Office of Accounts, but not in any that had to do with the Begums; indeed I recollect nothing about the Matter.

Q. Will you undertake to ſwear you was not an Accountant in the Office of Receipt and Account, not Paymaſter in particular, but whether you can ſwear you was not Accountant General at that Period of Time?
A. I do not recollect the Period.

Q. The Period was ſubſequent to January 1782?
A. Nothing will be ſo eaſy as to refer to the Appointment, which was public.

Q. (*by a Lord.*) From what Time to what Time were you in that Office?
A. I do not recollect.

Q. (*by Managers.*) Will you take upon you to ſwear that you heard the Reports againſt the Begums, before October 1781?
A. The Reports I heard were at the Time of the Rebellion of Cheit Sing, the Reports I heard were at that Time.

Q. Can you ſwear it was before October?
A. I certainly cannot ſwear it.

Q. Did you make any Report to Mr. Haſtings of the Information you received, concerning the Rebellion of the Begums, and when?
A. No.

Q. You ſay you believe no one doubted of the Begums Rebellion, did you ever converſe with Mr. Briſtow upon that Subject?
A. I do not recollect—I dare ſay I have—but I do not recollect.

Q. Did Mr. Briſtow entertain no Doubt of it?
A. I do not remember, but I dare ſay he had Doubts about it—I do not at this Moment recollect any Converſation I had with Mr. Briſtow on the Subject.

Q. Was you at Lucknow when Sir Elijah Impey was there, taking Affidavits upon this Subject?
A. I was.

Q. Whether you know how you came not to be examined upon it then?
A. I really do not.

Q. What is the Amount of your Commiſſion of One and an Half per Cent. upon the Receipts?

The Counſel for the Defendant objected to the Queſtion.

The Witneſs ſaid, he had no Objection to anſwer the Queſtion.

Q. What was the Amount of that Commiſſion *communibus annis*?
A. There was but One Year I received, or a Year and an Half—I ſtated it to the Directors at about 15,000 l.

Q. What other Emoluments had you?
A. No other Emoluments but what were public, and they are in the Accounts.

Q. What other public Emoluments had you?
A. There were none but the public Emoluments.

Q. None, during your holding that Office?
A. None.

Q. What other public Emoluments were there beſides the Commiſſion?
A. The Eſtabliſhment of the Office.

Q. What was the Eſtabliſhment?
A. There were ſeveral Servants, the Amount of the Whole between 4,000 or 5,000 Rupees a Month.

Q. What other official Advantages, Emoluments, and Salaries, had you, beſides the One and an Half per Cent. Commiſſion?
A. There was an Eſtabliſhment for the Office, I believe between 4,000 and 5,000 Rupees a Month, which included the Whole Expence of the Office—it is ſtated in the public Accounts, and regularly ſtated every Month.

Q. (*by Counſel.*) Whether, beſides public Emoluments that appear upon the public Accounts, there were any private Emoluments which you received?
A. None, and no Man doubts it.

Q. (*by Managers.*) By whom, and by whoſe Intereſt was you appointed to the Office in which you received a Commiſſion of 1 and an Half per Cent. upon the Receipts, as well as the other official Emoluments?
A. By the Board.

Q. Do you mean the Governor General and Council, or not?
A. Certainly.

Q. Whether you know of any Penſions paid by the Vizier to the Engliſh, through the Reſident or yourſelf?
A. I have thoſe Accounts of my Office in England, and I can tell by referring to them.

Q. Have you any Objection to producing that Liſt of Penſions, and verifying it upon Oath?
A. I have no Liſt of Penſions—the Books I have are Copies of the Books, I believe, that are in the India Houſe.

The Managers for the Commons deſired the following Queſtion, before put to the Witneſs, might be read.

The ſame was accordingly read by the Clerk; viz.

'Q. Whether you know of any Penſion paid by the Vizier to the Engliſh, through the Reſident
' or yourſelf?
' A. I have the Accounts of my Office in England, and I can tell by referring to them.'

Then the Witneſs was aſked,

Q. Do you know of any ſuch Penſion?
A. My Accounts were all public.

Q. Do you know of any Penſions on that Account?
A. I do not know of any Penſions.

Q. Whether you know of any Reſident's Penſion paid at Oude, to the Engliſh, through the Reſident, yourſelf, or any other Perſon—Do you know whether any Penſions were paid at Oude by the Reſident, yourſelf, or any other Perſon, to Britiſh Subjects?
A. There were ſeveral Britiſh Subjects who held Offices, whether they were Penſions or not—there were many Engliſh Gentlemen that held Offices, and received Salaries.

Q. Whether you know of no Engliſh Subject that received a Penſion, without holding an Office, or that received a Penſion over and above his Salary?
A. If the Honble. Manager will do me the Favour to mention any particular Perſon, I may anſwer, but I do not recollect any—I believe there was an Office attached to every Salary that I paid, that I recollect.

Q. Then you ſwear poſitively, that you do not recollect any Engliſh Perſon receiving a Penſion from Oude, except thoſe who had an Office?
A. I do not certainly—I mean to anſwer that I do not at this Moment recollect it, but I may be miſtaken.

Q. (*by Counſel.*) Have you any Knowledge reſpecting the Fact to which you are examined, except your public Accounts?
A. None at all.

The Counſel for the Defendant ſubmitted, that the Witneſs having anſwered as above, the Managers ought to produce the Accounts, if they meant to make them a Part of their Caſe.

The Managers for the Commons were heard in Anſwer to the Objection.

The Managers for the Commons were informed by the Houſe, that after the Witneſs had ſaid he had no other Knowledge except the Account, and no Recollection diſtinct from the Account, the Account itſelf was the beſt Evidence.

The Witneſs ſaid,

A. The Accounts are public Accounts; I have no other.

Q. (*by the Managers.*) Whether you know of any Penſions paid by the Reſident?
A. I know of none.

Q. Do you know any Thing of Mr. Trevor Wheler receiving a Penſion?
A. Mr. Wheler was my Deputy Paymaſter General.

Q. What did he receive for that?
A. I am aſhamed to ſay—I do not recollect—but it is in the public Account.

Q. Do you or not know that he received a Penſion over and above the Salary different from any other Perſon in the ſame Situation?
A. Yes, I do;—I have heard of it; but what it was I really do not know.

The Counſel for the Defendant repeated their Objection to the Examination.

The Counſel for the Defendant were informed that the Witneſs had ſaid, 'If particular Names were mentioned to him, he might be able to anſwer.'

The Witneſs was aſked,

Q. Do you know whether Major Palmer ever received any Allowance?
A. I do not know of any Penſion paid to Major Palmer; I do not know of any; I have heard it from mere Report.

Q. Was you not Accountant General at that Time?
A. I was.

Q. Whether you do not know that Major Palmer had a Penſion?
A. He was the Agent, and had a Salary as Agent.

Q. Agent to whom?
A. To the Governor General.

Q. Who had he his Salary from?
A. I do not at this Moment recollect whether I paid it or not; if I did, it is in the public Accounts.

Q. You do not recollect whether you did pay him that Salary or Penſion, or not?
A. I have been very ill ſince that Time, and a great deal of it has gone out of my Memory; I know Nothing but what is in the public Account.

Q. Whether you do not know that Mr. Palmer, a confidential Friend of Mr. Haſtings, had a Penſion paid to him?
A. I have no private Accounts; they were public Accounts, and tranſmitted regularly to the Board. I do not recollect, at this Moment, whether Major Palmer received a Salary or not: I am aſhamed I do not recollect it, but I do not.

Q. Do you know the Difference between a common Salary and a Penſion?
A. Certainly. But Penſions I paid none. There were no Penſions.

Q. Then you ſwear that you do not know or recollect that you paid any Penſion or Salary to Major Palmer?
A. I paid Nothing privately; all that I paid was public, and are in the Accounts—if that is what is meant.

Q. What Accounts?
A. The Accounts publickly tranſmitted monthly to the Board.

Q. Give a diſtinct Anſwer:—Did you ever make any and what Payment to Major Palmer, and upon what Account?
A. I have already ſtated, that I am aſhamed to ſay I do not recollect what it was at this Moment, but it is in the Account;—I paid Nothing privately, if I did pay it, I paid it publickly.

Q. Do you undertake to ſwear that you paid no Salary to Major Palmer, or Penſion or other Payment, than thoſe which appear in the public Accounts tranſmitted to the Board?
A. Moſt readily.

Q. Had Mr. Thomas, the Surgeon, a Penſion paid to him?

The Counſel for the Defendant objected to the Examination.

A. He had a Salary.

Q. Do you recollect paying it to him?
A. Yes, I do; but I do not recollect, at this Moment, whether the Agent received his Salary from me or not: I do not know whether he received it from me, or whether it was paid at Calcutta by the Treaſury.

Q. Can you undertake to ſay it was not paid by the Reſident?
A. There was no Reſident at that Time.

Q. When Penſions were paid, from whoſe Funds were they paid, from the Company's Treaſury, or the Vizier's?
A. In Lucknow they were paid from the Vizier's. All that came from the Vizier were paid from His:—Public Salaries I mean. I believe the Agent had a public Salary, I do not recollect; but nothing is ſo eaſy as to refer to the public Accounts.

Q. Whether you know of any Accounts produced by Major Palmer, in the Year 1785?
A. I do not.

Then the Managers for the Commons ſhewed a Paper to the Witneſs, which they ſtated to be, an Extract of the Proceedings of the Governor General and Council in the Secret Department, of the 3d of May 1785, and to be contained in a Collection of Papers, which the Committee of Managers made for their own Information.

And the following Queſtion was put to the Witneſs:

Q. Whether the Penſions there ſtated, are in the monthly Accounts tranſmitted by you to the Board?
A. There is one Account of, ‘paid, Mr. Willes,’ that I did not.

The Witneſs was informed by the Houſe, that the Queſtion was not Whether he paid them or not, but,

Q. Whether thoſe Payments were entered in his monthly Accounts?
A. I really cannot ſay, but I am ready to produce the Monthly Accounts—I paid nothing privately—I paid none but what is in thoſe Monthly Accounts.

Q. (*by Managers*). Then ſince you cannot ſay whether they are in the Monthly Accounts, you are deſired to call to Memory, whether or no the Payments ſaid to be paid in this Account now laid before you, were paid by you, or not?

The Counſel for the Defendant objected to the Queſtion.

The Witneſs was aſked,

Q. Whether you have not ſworn whatever Penſions were paid to the Engliſh from the Nabob, were paid to you?
A. It is impoſſible I could have ſworn to what the Nabob did.

Then the following Queſtion, before put to the Witneſs, and his Anſwer to the ſame, were read by the Clerk.

Q. When Penſions were paid, from whoſe Funds were they paid, from the Company's Treaſury, or from the Vizier's?
A. In Lucknow they were paid from the Vizier's. All that came from the Vizier were paid from His: Public Salaries I mean. I believe the Agent had a public Salary—I do not recollect, but nothing is ſo eaſy as to refer to the public Accounts.

Then the Witneſs was aſked,

Q. Would you be underſtood to ſay, that to the beſt of your Knowledge, the Penſions paid to the Engliſh from the Vizier's Funds, were not paid to you?
A. I know nothing but what I paid myſelf.

Q. Are you underſtood rightly, that as far as you know all the Payments you made upon Account of the Vizier, all that came from the Vizier, all Payments on the Part of the Vizier to the Engliſh that came through you, appear upon the public Accounts;—is that ſo?
A. Yes, and I know of no other.

Then the laſt Queſtion and Anſwer were read by the Clerk.

And the Witneſs added to his Anſwer,

Yes certainly.

Q. Then ſay whether you have heard and believe that Major Palmer had a Penſion or ſome Payment made to him on Account of the Nabob?

The Queſtion was objected to.

The Witneſs was directed to withdraw.

The Counſel for the Defendant informed the Houſe they would next call Mr. Auriol.

Then the Court adjourned to the Chamber of Parliament.

Die Jovis, 18° *Aprilis* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant they might proceed with his Defence.

The Counſel for the Defendant deſired Mr. Auriol might be called in.

JAMES PETER AURIOL Eſquire was accordingly called in; and being ſworn, was examined as follows:

Q. Was you in the Company's Service?
A. Yes.

Q. In what Capacity did you ſerve, and how long?
A. I went out as a Writer in the Year 1770; I remained in Bengal till the End of the Year 1783.

Q. Was you at Calcutta in the latter End of the Year 1781, and in the Beginning of the Year 1782?
A. I might add to that Anſwer, that I was Secretary to the Government there, from Auguſt 1775 till I left India. I was at Calcutta in the End of 1781, and in the Beginning of 1782.

Q. Do you remember any Letter being received from Mr. Haſtings, dated the 29th of November 1781?
A. I would beg Leave to aſk if the Queſtion means a Letter containing the Treaty with the Nabob Aſoph ul Dowlah.

Q. Yes, that Letter?
A. That Letter, I believe, was received in Courſe at the Preſidency, by the Members of the Board to whom it was addreſſed—I remember it's being brought to the Board.

The Counſel for the Defendant ſaid, they ſhould have ſtated that the Purpoſe of the preſent Examination was to refute an Aſſertion of the Managers for the Commons, in Page 799 of the printed Minutes, "that no ſuch Letter as the above-mentioned Letter of the 29th of November 1781, was written at that Time, or received or entered upon the Conſultations at Calcutta."

The Witneſs was aſked;

Q. Whether any ſuch Letter was received in due Courſe at Calcutta, at that Time?
A. I was in the Courſe of my Anſwer—It was received in Courſe at Calcutta, by the Members of the Board to whom it was addreſſed;—I remember ſeeing it in Council a conſiderable Time before the ſailing of the Swallow Packet, which, I believe, ſailed about the End of December. The Letter remained in the Poſſeſſion of Sir John M^c Pherſon. I applied to him for it repeatedly, that it might be entered upon the Records, and tranſmitted to Europe by the Swallow, but he did not deliver it to me. I believe he told me, by Note, it was not neceſſary to ſend it by the Swallow, or ſomething to that Purport. Afterwards, upon Mr. Haſtings's Return to Calcutta, I think I mentioned to him, that the Letter had not been entered; and as well as I can recollect, his Anſwer was, that a Duplicate came down with the Narrative, and that the entering therefore of the Original was of no Conſequence, it would anſwer no Purpoſe. The Duplicate was annexed to the Narrative, which was entered of Courſe.

Q. The Narrative and that Duplicate, were they ſent to the Court of Directors?
A. They were ſent home to the Court of Directors by the Nancy, I think.

Q. Was there a Letter at the ſame Time ſent home, of the 23d of January 1782?
A. I would beg to aſk the Purport of that Letter, becauſe I cannot remember Dates.

Q. It contained an Account of the Meaſures adopted with reſpect to the Begums, and then in Proſecution at Fyzabad?
A. I remember there was ſuch a Letter, and I believe it was entered on the Conſultations, and tranſmitted home; whether a Copy of it was ſent a Number in the Packet beſides, I cannot ſay: the Liſt of the Packet will determine.

Q. You have ſtated that you was Secretary to the Board at this Period, in what State was the Credit of the Bengal Government in the latter End of the Year 1781?

A. The public Credit at that Time was entirely exhauſted; every poſſible Means had been taken to raiſe Money upon Loan, and the Bonds granted bore a conſiderable Diſcount; the Treaſury was opened for further Loans, but no Sums were paid in; the Treaſury was inſolvent; the Drafts granted upon it by the Board, and payable at Sight, were often a conſiderable Time unpaid.

Q. In what Way, or from what Reſources, were the other Dependencies at that Time ſupported—Madras and Bombay?

A. I believe entirely from Bengal; I believe they relied upon Bengal only for their Support for carrying on the War. The Preſidency of Madras paid for almoſt every Thing in Drafts upon Bengal, which Drafts bore a conſiderable Diſcount the Moment they were iſſued, and were never regularly paid when due, or hardly ever, I believe.

Q. Had you yourſelf been preſent, and ſeen the Condition of the Preſidency of Madras a little before that Period?

A. I went to Madras in the Year 1781 for the Benefit of my Health. I remained at Madras till Auguſt 1781. The Settlement of Madras was in the greateſt poſſible Diſtreſs for Proviſions of every Kind. Hyder Ally was in Poſſeſſion of all the open Country up to the Gates of Madras. While at Madras I was frequently prevented from taking the Air out of the Fort, on account of the Danger from ſtraggling Parties of Hyder's Troops, and the Inhabitants of Madras were generally prevented from going out on that Account from Madras. A Sea Voyage had been recommended to me; I went down in the Lively Packet, I believe it was in April or May, about April 1781, and viſited Sir Eyre Coote, who was then in Command of the Army at Cuddalore. He told me, the Army had then only Three Days Proviſions; and he marched out, I believe, the next Day, or the Day following, and gave Battle to Hyder Ally.—In coaſting it along, I ſaw the Horizon in Flames every Night from the Devaſtations ſuppoſed to be occaſioned by Hyder and his Followers.

The Counſel for the Defendant ſtated, That it having been aſſerted by the Managers for the Commons, 'that whatever the Circumſtances of the Danger might have been pretended to be in the Dominions of Oude before the Time of ſigning the Treaty of Chunar, yet that after that Time, and after the Seizure of the Treaſures was determined upon, no State Neceſſity whatever exiſted upon which the Defendant could juſtify that Meaſure;' (*a*)

They would next aſk the Witneſs,

Q. Whether the Diſtreſs he had deſcribed, ceaſed at the Time of the Treaty of Chunar, which was the 19th of September 1781?

A. I think the Diſtreſſes and Difficulties increaſed from that Time till the Concluſion of the War.

Q. Do you know whether the Troops in the different Stations of the Army were conſiderably in Arrear after that Period—after the 19th of September 1781?

A. The Troops were in Arrear differently according to their different Stations; and ſo much ſo, that as the Treaſury could not anſwer the Drafts made upon it by Government, for the current Services, I think I recollect an Order of the Board, that the Diſburſements of the Army ſhould have a Preference to all other Demands: Notwithſtanding which they ſtill continued in Arrear, and the Military Paymaſter General in his monthly Applications to the Board for Caſh, was directed and did ſtate the Sums which the Troops were in Arrears, as well as I recollect.

Q. You have given an Account of the State of the Credit of the Bengal Government, whether you confine that to the Year 1781, or whether it continued to 1782, in that Reſpect?

A. I think I have ſaid, that the Difficulties encreaſed; to explain that, I may add, that the Sum uſually allotted for the Inveſtment being near a Million Sterling, or about a Million Sterling, was diverted from that Object, and an Inveſtment was ſupplied by the Subſcriptions of Individuals who were repaid by Bills upon England, and further by Certificates granted upon the Opium ſent to China, exchangeable there for Bills upon the Company in theſe Two Methods.

Q. Do you remember any general Report prevailing reſpecting the Conduct of the Begums towards the Britiſh Government in the Year 1781, and what Part they took?

A. I returned to Bengal from Madras about the 1ſt of September 1781; the firſt Report I heard upon my Arrival in the River, was of the Rebellion of Cheit Sing, and the dangerous Situation in which Mr. Haſtings was. From that Time, the News received from that Quarter was by no Means regular, but was the daily Topic of Converſation; and the Diſaffection of the Begums, and the Aſſiſtance offered by them to the Endeavours of Cheit Sing, were talked of as Subjects of common Report; I never heard their Diſaffection doubted, nor do I myſelf doubt it.

(*a*) Vide ſupra, Page 757.

Q. How long afterwards did you ſtay in India?
A. I mean that while I was in India;—I never heard it doubted while I was in India.

Q. Have you yourſelf to this Hour had any Reaſon to doubt of that Report?
A. None.

Q. Having ſtated the Length of Time that you was in India, in what Eſtimation, during the whole Period of your Stay in India, was the Character and Conduct of Mr. Haſtings held?
A. I believe no Perſon exiſting has a more perfect Knowledge of India and its Inhabitants than Mr. Haſtings: I think no Man could be more zealouſly attentive than he was to advance the Proſperity of the Country; to ſecure the Welfare and Happineſs of the People; and at the ſame Time to promote the Intereſts of his Employers and the Parent State. The Inhabitants of India, both Europeans and Natives, with very few Exceptions, revered and loved Mr. Haſtings for his able and good Conduct in public Life; and admired and eſteemed him for his Benevolence and Humanity in private Life. I believe there never was a Character in India which ſtood higher with the People there than Mr. Haſtings, both for his public and private Virtues.

Croſs-examined by the Managers for the Commons.

Q. What Time did you firſt hear of this Diſaffection and Rebellion of the Begums, preciſely?
A. As nearly as I can ſpeak, it was between the Month of September and the End of the Year.

Q. Whether you can ſwear that you heard it at any Time before the Month of November 1781?
A. I cannot poſitively ſwear to it; I am not certain whether it was ſo ſoon as that. The Communication was interrupted—

Q. Whether you did not ſay that you did not know of any Perſon in India who doubted it whilſt you remained there?
A. I meant to ſay I never heard it doubted, to the beſt of my Recollection, while I was there.

Q. Whether you was Secretary to the Board at the Time a Motion was made by Mr. M'Pherſon, or by Mr. Stables, upon that Subject?
A. I remember a Motion, I think by Mr. Stables, to inſtitute ſome Enquiry in conſequence of Orders from the Court of Directors reſpecting the Begums. The preciſe Terms of thoſe Orders I cannot ſay I do recollect.

Q. Whether thoſe Orders did not fully imply a Doubt upon that Subject?
A. I beg the Orders may be referred to.

Q. Anſwer, upon your Memory, whether thoſe Orders did not imply a Doubt of the Share which the Begums had in that Rebellion?

The Counſel for the Defendant objected to the Queſtion.

The Managers for the Commons were heard in Anſwer to the Objection.

The Managers for the Commons were informed by the Houſe, that the Queſtion could not be put.

Q. Whether in the Proceedings of the Board, upon the Letter from the Court of Directors, you had not Reaſon to obſerve, that there was a Difference of Opinion upon that Subject in ſome of the Members of the Board itſelf?

The Counſel for the Defendant objected to the Queſtion.

The Witneſs ſaid,

A. I have no Sort of Objection to ſtate my Recollection upon the Subject, as far as it goes; it may or not be accurate, and the Proceedings themſelves will ſhew the Difference, if there ſhould be any. I recollect an Order from the Court of Directors, that ſome Enquiry ſhould be made concerning the Rebellion of the Begums, and that this Order remained ſome Time without any Notice being taken of it by the Board; after which, I think, Mr. Stables wrote a Minute, propoſing, that it ſhould be carried into Effect: It was carried againſt the Queſtion, as tending to renew a Subject which was then obſolete. That, as far as I can ſpeak from Recollection, was the State of the Caſe—I am not ſure; the Proceedings are the beſt Authority.

Q. Did you, or did you not, ever hear the Diſaffection of the Begums doubted at the Council Board?
A. I cannot recollect that I did; I am not certain that the Minute of Mr. Stables went ſo far as to expreſs a Doubt of his own; ſpeaking from Memory, I ſhould rather think not, and that was a long Time after the Event.

Q. Whether you was not concerned as Contractor for the Proviſions ſent from Calcutta to Madras, and charged upon Mr. Haſtings as an Offence in the preſent Impeachment?

A. I had no Contract; I was appointed by the Board Agent for Supplies to the other Preſidencies—and, I believe, the Subject of this Agency is a Matter of the preſent Impeachment.

Q. (*by Counſel in Reply.*) Whether Mr. Stables was in India at the Time of Cheit Sing's Inſurrection?

A. No; I believe he arrived ſome Time afterwards.

The Witneſs was directed to withdraw.

The Counſel for the Defendant informed the Houſe, they would next call Captain Michael Symes.

Accordingly Captain **MICHAEL SYMES** was called in; and being ſworn, was examined as follows:

Q. Did you know Mr. Scott of Taundah?
A. I did.

Q. Is he dead or living?
A. He is dead.

Q. When did he die?
A. He died the latter End of January laſt.

Q. Where?
A. In Ireland.

Q. Do you know whether, about that Time, Mr. Scott was preparing to come to England to give his Teſtimony upon this Trial?
A. He was.

The Witneſs was directed to withdraw.

Then **WILLIAM PAXTON** Eſquire was called in, and being ſworn, was examined as follows.

Q. Did you know Major McDonald in the Service of the Eaſt India Company, and who ſerved under Colonel Hannay in Oude?
A. I did.

Q. Is that Gentleman yet in India?
A. I believe ſo—I had a Letter from him, dated February 1792.

Q. From what Place?
A. I am not ſure of the Place—ſomewhere in India—I believe from Cawnpore.

Q. Do you believe he is ſince returned?
A. No.

Then the Witneſs was directed to withdraw.

Then Mr. **WRIGHT** was again called in, and examined as follows:

Q. What Office have you at the Eaſt India Houſe?
A. Auditor of India Accounts.

Q. What was the Amount of the Debt due from Sujah Dowlah at the Period of his Death, on the 26th of January 1775?
A. 44,1,877 Oude Sicca Rupees.

Q. What is it in Pounds Sterling?
A. I have not reduced it; I believe, 480,000 l.

Q. What was the Amount of the Caſh received from Oude, from September 1781 to September 1785, incluſive?
A. £. 4,291,976 valuing the Current Rupee at Two Shillings.

Q. Have you any Account of the Military Expences in India, for the Years 1778-9, 1779-80, 1780-81, and for the Three ſucceeding Years?

The Witneſs produced a Paper, and ſaid,

A. I have ſuch an Account in my Hand.

Q. Is that a correct Account of the Amount of thoſe Expences?
A. It is, as taken from the Company's Books received from India.

Then the Account was delivered in at the Table, and is as follows:

" Military Expences in India, 1778-9 to 1780-1.

				1778-9.	1779-80.	1780-1.	Total.
Bengal	—	—	£. Stg	1,636,226	2,103,593	2,269,846	6,009,665
Madras	—	—	—	930,163	662,218	935,022	2,527,403
Bombay	—	—	—	370,114	213,824	450,000	1,033,938
			£. Stg	2,936,503	2,979,635	3,654,868	9,571,006

" Military Expences in India, 1781-2 to 1783-4.

				1781-2.	1782-3.	1783-4.	Total.
Bengal	—	—	£. Stg	2,580,395	2,176,507	2,086,596	6,843,098
Madras	—	—	—	1,154,196	1,553,877	1,524,776	4,232,849
Bombay	—	—	—	561,265	549,144	757,209	1,867,618
			£. Stg	4,295,856	4,279,128	4,368,581	12,943,565

" N. B. In the foregoing Account, Current Rupees are valued at 2 s.—Pagodas at 8 s.—and Bombay Rupees at 2 s. 3 d. each.

" Eaſt India Houſe,
19th April 1793.

" Errors excepted.
Wm Wright,
Auditor of Indian Accounts."

The Witneſs was directed to withdraw.

Then Mr. HUDSON was again called in, and examined as follows:

Q. Whether you have carefully examined the Records of the India Houſe, for the Purpoſe of diſcovering whether, in any Document of any Deſcription, the Begums, or their Miniſters, ever aſſerted that their Jaghires were held for Life, or that they were entitled to hold their Jaghires for their Lives—did you find in a ſingle Inſtance, that they ever did aſſert that Right?
A. No; I did not.

Q. Have you ſearched for the Purpoſe?
A. I have.

Q. Whether you have carefully examined the Correſpondence of Mr. Briſtow with the Board, and his Letters, which appear upon the Conſultations?
A. I have.

Q. Did you diſcover, in any one Letter of Mr. Briſtow, an Opinion expreſſed denying the Begums Hoſtility to the Britiſh Government?

The Managers for the Commons objected to the Queſtion.

The Counſel for the Defendant were heard in Anſwer to the Objection.

The Witneſs ſaid,

A. I have not.

Croſs-examined by the Managers for the Commons.

Q. Have you read the Tranſlation of the Treaty with the elder Begum under the Seal of the Nabob Aſoph ul Dowlah, and under the Seal and Signature, of Mr. Middleton, in the Perſian Public Correſpondence of the Year 1778. It is in Page 422 of the printed Evidence; that which was tranſmitted to the Council from Mr. Purling?

A. I certainly have read it.

Q. Do you remember this Article in it:—"The Engliſh are Guarantees to the above Engagement as long as the Begums ſhall exiſt?"

A. I do recollect that Paſſage.

Q. In what Manner did that Treaty come before the Board, as you recollect?

A. It was ſent down, I believe, by Mr. Purling.

Q. Upon what Ground was it? Whether the Begums Jaghire was not guaranteed in that Treaty?

A. I think it certainly does guarantee them.

Q. Was that produced as an Argument againſt the Reſumption of the Jaghires?

A. I cannot recollect at this preſent Inſtant what was the Argument againſt it.

Q. Whether the Jaghires, after being taken from the Begums, were not delivered up to them again in Conſequence of this Treaty?

A. Is it meant when they were delivered up to them in 1784?

Q. No; at the Time when the Controverſy was, when this Treaty was produced and ſent down by Mr. Purling?

A. I cannot recollect.

The Counſel for the Defendant objected to the Examination.

The Managers for the Commons were heard in Anſwer to the Objection.

The Witneſs was aſked;

Q. Whether you have read the Treaty with the younger Begum?

A. I dare ſay, I have read them all.

Then the printed Minutes of Evidence were ſhewn the Witneſs, and he was aſked,

Q. Whether you recollect this Paſſage in it: "Moreover his Highneſs has given the illuſtrious Engliſh Chiefs as Guarantees for the due Performance of the above Stipulations, as long as her Highneſs lives; I therefore, on the Part of the illuſtrious Engliſh Chiefs, deliver this written Engagement, that there be no Room for a Change or Failure in the Articles above recited." Whether or no this was not ſent down on the Part of the younger Begum by Mr. Purling, as well as the other?

A. I believe they were.

Q. Whether the Treaty did not ſpecify by Name, thoſe Jaghires held by the Begum?

A. I think there is a Liſt of Jaghires annexed, to the beſt of my Recollection.

Q. Whether they were not given up likewiſe in Conſequence of this Engagement, upon the Production of this Treaty?

A. I cannot recollect that; the Records will ſhew it;—I conceive the Queſtion aſked me by the Counſel, only related to any Correſpondence that might have paſſed between the Governor General and the Begums, or their Miniſters.

The Counſel for the Defendant informed the Houſe, they ſhould now reſume the written Evidence, where it was interrupted on a former Day by the Examination of Witneſſes, and proceed in proving the diſtreſſed Situation of the Company's Affairs in the Year 1781, at the Period when the Defendant went upon his Journey to the Upper Provinces, and likewiſe at a ſubſequent Period.

For which Purpoſe the Counſel for the Defendant ſtated, they ſhould firſt refer the Houſe to the Evidence upon this Subject, given in a former Year, and already on the Minutes in Pages 1517, 1560, 1562, and 1598, and then produce a Document, to ſhew, that in July 1781, Sir Eyre Coote's Army was ſo critically ſituated for Want of Pay and Proviſions, that it was with the utmoſt Difficulty the Clamour of the Troops could be ſuppreſſed.

Read, from Book 518, already delivered in, the following Extract of a Conſultation of the 7th September, beginning at Page 158 of the ſame Book.

"Fort William, 7th September 1781.

"At a Council; Preſent,
Edward Wheler Eſquire.
The Honble. the Governor General abſent on a Viſit to the Northern Provinces.
Lieutenant General Sir Eyre Coote K. B. abſent on Service at Fort St. George.

Secret Dept.
Friday.

"Read a Letter, as follows, from Sir Eyre Coote.

"The Honble. Warren Haſtings Eſquire, Governor General, and Council.
"Fort William.

"Gentlemen,

"I have the Pleaſure to acquaint you, that the Nancy Ketch has arrived ſafe with the Treaſure Conſignments, ſaid to be in Gold, in Value equivalent to C. R^{s} 5,00,943 5 8, which I have ordered the Paymaſter to have re-coined, and to tranſmit an exact Account of the Produce thereof to the proper Office.

"I beg of you to accept my Thanks for this Supply, which has proved a moſt ſeaſonable one; the Army being very conſiderably in Arrears, and until lately ſo much diſtreſſed for Want of Pay, that but for the perſonal Attention ſhewn the Troops, my own Exertions to raiſe a little Money in the ſtarving Town of Cuddalore, and the ſpirited Efforts of Lord Macartney, ſince his Acceſſion to the Government, to the ſame End at the Preſidency; I ſay, but for the little pecuniary Aid theſe united Endeavours produced, and which ſerved in ſome Meaſure to ſuppreſs the Clamours of the Troops, the Conſequences might have been moſt pernicious.

(Signed at the End of the Letter)

"Head Quarters, Choultry Plain,
30th July 1781.
"Eyre Coote. (a)

(And at the End of the Conſultation)
"Edward Wheler."

To ſhew that in September 1781 the Difficulties and Diſtreſſes of Madras ſtill continued, and that at that Time Hyder's Troops ſo effectually deſolated the Country that they could receive no Aſſiſtance but from the Circar,

Read, the following Extract of a Conſultation of the 22d October 1781, beginning at Page 495 of the ſame Book.

"Fort William, the 22d October 1781.

"At a Council; Preſent,
Edward Wheler,
and
John Macpherſon, } Eſquires.
The Honble. the Governor General abſent on a Viſit to the Northern Provinces.
Lieutenant General Sir Eyre Coote abſent on Service at Fort St. George.

Secret Dept.
Monday.

"Read and approved the Proceedings of the 18th inſtant.

"Read the following Letter from Fort St. George.

"Honble. Sir and Sirs,

"Amidſt the Difficulties which involve this Settlement, it is ſome Conſolation to us that a Member of your Board has had ſo late an Opportunity of judging on the Spot of the Evils which threaten or ſurround us, as well as our Efforts to avert them. The Enemy beaten, though not expelled, continues by his Cavalry, to which we have not Cavalry to oppoſe, to lay waſte the whole Country. We are thus deprived of Proviſions, and of Revenue ariſing from any Part of the Territories of this Preſidency, except from the Circars. The Expences of the Civil Eſtabliſhment are about 18,000 Pagodas per Month; the Military Expences, excluſive of the Detachment ſent from Bengal under Colonel Pearſe, amount to above 200,000 Pagodas monthly; the Civil and Military Arrears exceed already Ten Lacks Pagodas: To anſwer ſuch Demands there is now in the Treaſury the Sum of 150,000 Pagodas, with little Expectation of getting any conſiderable Remittance from our Subordinates for ſeveral Months. That the Garriſons daily attacked or threatened, and the Army occupied in the Field, might have leſs Occaſion to murmur on Account of Arrears, we have ſtopt all Payment in the Civil Eſtabliſhment for a Year paſt, which, though proper in the Conſideration we have mentioned, has however thrown the Settlement into very poignant Diſtreſs.

(a) Vide Appendix, N° CCCXXI.

“ The Army having been entirely ſupplied with Proviſions from hence, and the Conſumption of this Settlement is encreaſed * from the Cruelties of Hyder, we now, notwithſtanding the great Importation of Grain from Bengal, and the Circars, have not 1,000 Bags in Store. There are about 18,000 Bags in divers Veſſels in the Road. From the Liſt you ſent us of Ships ſaid to be bound from Calcutta with Grain, for the Account of Company or of Individuals, there remains 70,000 Bags of Rice to arrive yet here; but by a Calculation of the Conſumption of that Article, reſtrained as it has been by the high Price it bore, and by Regulations in the Vent of it, it is evident that nothing leſs than a Supply of 150,000 Bags will prevent, before the End of the Year, a Famine here, of the Approach of which there appear already ſome moſt affecting Symptoms. Our Letters from the Circars, though they mention Abundance of Grain, declare alſo the Impoſſibility of ſending it to us through Want of Tonnage. We have indeed taken up the few Ships that could be had here to bring us Proviſions from thence, but the Whole is inconſiderable, comparatively to the Proſpect of our Wants, and it is from your Hands, whoſe Liberality in furniſhing us Troops, Money, and Proviſions, we have ſo long and ſo much experienced, that we muſt expect our chief Support.

* by the Fugitives. Sic in Orig.

“ We muſt obſerve that we have had no Aſſiſtance of any Kind from the ſouthern Part of this Coaſt. Many of the Ports are in Poſſeſſion of our European or Indian Enemies, which has greatly interrupted the Communication, and the Seizure, by ſome of His Majeſty's Squadron, of Veſſels laden with Grain for this Market, as belonging to Black People, reſiding under the Protection of the Dutch, is thought to have deterred many others in their Neighbourhood, from venturing out with Supplies for us.

“ To the Continuance of theſe Evils we are not as yet able to foreſee a Termination; for though the Bravery and Diſcipline of our Troops, and the Ability and Experience of Sir Eyre Coote, have been attended with repeated Victories, yet ſuch are the Difficulties that obſtruct his Progreſs, ſuch is the Facility the Enemy poſſeſſes of over-running and deſolating the Country, that the General entertains but little Hope of enabling us to draw any Supply of Food or Treaſure from it. He has not been able hitherto to penetrate far into the Country, either to the Relief of our remote Garriſons, or to the Attack of the principal Forts held by Hyder. As the whole Conduct of the War has been entruſted to him in conſequence of the Reſolution of the late Adminiſtration here, we have applied to him for a Communication of his Intentions abſolutely neceſſary to be known to us now, though hitherto we have contented ourſelves either with exerting our Authority in the Manner he deſired, or transferring it to him for the Purpoſe of forwarding his Meaſures. He is now engaged in an Attempt to relieve the Garriſon of Vellore, and poſſibly to attack Arrot, of which the Event will no doubt determine his future Plans, on which, and on the Neceſſity of our Situation, the Reſolutions of this Preſidency will be founded: If the Enemy ſhould ſtill continue his Depredations in the Carnatic, thereby depriving us in Fact entirely of the Benefit of it, we muſt, with regard to all effectual Reſource, conſider ourſelves as immured within the Walls of Fort St. George; and, were even the Enemy to withdraw from our Neighbourhood, ſo effectually have all Traces of Cultivation diſappeared, ſo deſtroyed are the Villages, ſo ruined and diſperſed are the Individuals who were employed in Tillage, that the Inhabitants of the Towns can during Part of next Year, as well as in the End of the preſent, be by no other Means preſerved from Famine, than by external Reſources, moſtly from your Government.

“ We owe to the Situation in which you are placed reſpecting this Settlement, we owe to the Exertions you have made to extricate it from its Difficulties, to lay before you its preſent State, from which you may judge of the fatal Conſequences which may attend the Continuance of the War in the Carnatic, if the Enemy ſhall not ſoon be driven from it by our Army, or be otherwiſe induced to retreat from it. That very Army, by the vaſt Load of Expence, and additional Conſumption of Proviſions it will neceſſarily occaſion, muſt haſten the Miſery of the Settlement; unleſs therefore our Troops ſhall, in their preſent Attempt, ſucceed, at leaſt, in ſecuring Food and Money for their own Subſiſtence, we ſhall be compelled to divide them into Cantonments, happy if we could direct the Whole or Part of them to ſome national Object that might compenſate for paſt Diſappointment.

(Signed at the End of the Letter)

“ Macartney,
Anth^{n} Sadliers,
W^{m} Williams.

(And at the End of the Conſultation)

“ Edward Wheler,
John Macpherſon.”

Read, the following Extract of a Conſultation of the 1ſt October 1781, beginning at Page 432 of the ſame Book.

“ Fort William, the 1ſt October 1781.

Secret Dept.
Monday.

“ At a Council; Preſent,
Edward Wheler Eſquire.
The Honble. the Governor General abſent on a Viſit to the Northern Provinces.
Lieutenant General Sir Eyre Coote, abſent on Service at Fort St. George.

“ Read the following Letter from Fort St. George.

“ Honble. Sir and Sirs,

“ It affords us a ſenſible Satiſfaction to acknowledge our having received every conſiderable Aſſiſtance from you, both in Money and Proviſions; but we are much concerned to inform you, theſe Aids are very inadequate to our Neceſſities. Since the Army arrived here from the Southward on the 24th July, to the 7th of September, we have furniſhed it from this Garriſon with 22,237 Bags of Rice, beſides Doll, Grain, &c. We continue to ſupply them at preſent with 750 Bags per Day, and our whole Store of Rice now remaining is only 23,000 Bags. In our Treaſury there yet remains about 300,000 of Pagodas, which however is not more than One Half of the Demands which immediately preſs upon us, and the indiſpenſable Monthly Charges are One Lack of Pagodas. The Nabob contributes nothing; no Sums whatever are received from the Country, nor can any Arrangement, ſuch as you mention in your Replies to his Requeſts, were he ever ſo zealous to help us, produce a Supply to afford us any conſiderable Relief, as long as the Enemy is Maſter of the Country, and we do not ſee any Proſpect, to be relied on, of his being ſoon driven out of it. Thus then you ſee we have nothing to ſave us, but extraordinary Exertions on your Part in Money and Proviſions, or a ſpeedy Peace, which we fear can ſcarce be expected on very favorable Terms. (a)

“ We have the Honour to be, &c.
(Signed) “ Macartney,
Anthony Sadlier,
Wm. Williams.

“ Fort St. George,
8th Sept. 1781.

(Signed at the End of the Conſultation)
“ Edward Wheler,
John Macpherſon.”

To ſhew the entire Reliance of the Preſidency of Madras upon Bengal,

Read, from Book 83, already delivered in, the following Extract of a Conſultation of 11th March 1782, beginning at Page 544 of the ſame Book.

“ Fort William, the 11th March 1782.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler, and John Macpherſon, Eſquires.
Lieutenant General Sir Eyre Coote K. B. abſent on Service at Fort St. George.

“ Received a Letter as follows from Fort St. George.

“ Honble. Sir and Sirs,

“ We need not obſerve to you, that your Aſſiſtance is now become more neceſſary to our Preſervation than ever. If you can enable us to pay and ſubſiſt our Army, and the expected Reinforcements, we doubt not of fruſtrating the Deſigns of our Enemies; but without thoſe Aids, the worſt Conſequences may be apprehended; but you may rely on every Exertion on our Part, to prevent them from happening. (b)

(Signed at the End of the Letter)
“ Macartney.
(And at the End of the Conſultation)
“ Warren Haſtings,
Edward Wheler,
John Macpherſon.”

(a) Vide Appendix, No CCCXXII.

(b) Vide Appendix, No CCCXXIII.

To ſhew that in March 1782, the Army was Five Months in Arrear, and that there was not One Month's Pay in the Treaſury at Madras, and no Means of Supply but from Bengal,

Read, from Book 601, already delivered in, the following Extract of a Conſultation of the 1ſt of April 1782, beginning at Page 134 of the ſame Book.

" Fort William, the 1ſt April 1782.

Secret Dept.
Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler, and John Macpherſon, } Eſquires.
Lieutenant General Sir Eyre Coote K. B. abſent on Service at Fort St. George.

" Read a Letter as follows, from Sir Eyre Coote.

" Gentlemen,

" The preſent Period though is a very alarming one—the Army is now Five Months in Arrears—not One Month's Pay in the Treaſury—and if Money does not arrive from your Preſidency, there does not appear any other poſſible Means of Supply. It is needleſs for me to urge the Neceſſity of your attending to our pecuniary Wants. You muſt be ſenſible that we can exiſt no longer than you can find the Means of ſupplying us with Money. (a)

(Signed at the End of the Letter)
" Eyre Coote.

(And at the End of the Conſultation)
" Warren Haſtings,
Edward Wheler,
John Macpherſon."

To ſhew a Continuation of the Diſtreſs,

Read, the following Extract of a Conſultation of the 29th April 1782, beginning at Page 426 of the ſame Book.

" Fort William, 29th April 1782.

" At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
John Macpherſon Eſquire.
Mr. Wheler indiſpoſed.
Lieutenant General Sir Eyre Coote K. B. abſent on Service at Fort St. George.

" Read the following Letter from Sir Eyre Coote.

" Gentlemen,

" I am ſenſible of your Attentions, obliged by the Sentiments expreſſed relative to my Zeal and Exertions, and return my Acknowledgements for the high Opinion you are pleaſed to entertain of my Services. Such a Scene of Diſtreſs has never been exhibited in this or hardly any other Country, as the Army under my Command have conſtantly had to ſtruggle with. On my Arrival on this Coaſt our Affairs wore the worſt of Aſpects; the Enemy triumphant, our Troops diſmayed, and our Military Character on the very Verge of Non-exiſtence:—That Time, thank God, is no more. The Height of the Storm has been parryed, is partly blown over. We again feel our own Conſequence. Time has been given for our Diſtreſſes being known in Europe, and for Re-inforcements arriving. Theſe, when joined to the Handful of * Veterany here, who have hitherto by their ſpirited Exertions ſaved the State, added to the Advantages to be expected from our brave and reinforced Squadron, will, I truſt, yet be the Means of our Eaſtern Empire reſuming its former Conſequence and Grandeur, and a happy Period being ultimately put to the Dangers which the Intereſts of our Nation have been, and are threatened with, in this remote Part of the World. The unremitted Attention of your Supreme Government of Bengal towards ſupplying this and our other Armies with the very Eſſentials of Exiſtence and Defence, viz. Troops, Money, and Proviſions, muſt always be remembered, and reflect the higheſt Honour on the Adminiſtration which have ſo evidently marked the Neceſſity of a ſuperintending Power being placed over other Preſidencies, and ſo wiſely adminiſtred their ſaving Hand to ſecure the Means of Exiſtence, and enable us to repel Danger in every Quarter. (b)

* Sic in Orig.

(Signed at the End of the Letter)
" Eyre Coote."

(No Signature at the End of the Conſultation.)

(a) Vide Appendix, N° CCCXXIV.

(b) Vide Appendix, N° CCCXXV.

Read, from Book 552, already delivered in, the following Extract of a Conſultation of the 6th June 1782, beginning at Page 98 of the ſame Book.

“ Fort William, the 6th of June 1782.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler, and John Macpherſon, Eſquires.
Lieut. Gen. Sir Eyre Coote K. B. abſent on Service at Fort St. George.

“ Received a Letter as follows from Fort St. George.

“ We return to you our very ſincere Thanks for the liberal Supplies of every Kind which you have furniſhed us with, and we look forward with anxious Pleaſure to the further Aſſiſtance which you give us Reaſon to hope for. Without ſuch Support it would be impoſſible for us in any Degree to ſuſtain the heavy Burdens of the War, to which alone you will pleaſe to obſerve, that almoſt all our Funds are applied, and yet even to this Purpoſe they are found inſufficient. (a)

(Signed at the End of the Letter)

“ Fort St. George,
1ſt May 1782.

“ Macartney, &c.
Select Committee.

(And at the End of the Conſultation)

“ Warren Haſtings,
Ed. Wheler,
John Macpherſon.”

To ſhew the Diſtreſs of the Army under General Goddard, at this Time oppoſed to the Mahrattas, on the Bombay Side of India,

Read, a further Extract from the ſame Book and ſame Conſultation, beginning at Page 87 of the ſame.

“ Read, the following Letter from General Goddard.

“ Gentlemen,

General Goddard, 1ſt of May.

“ I have been honoured with your Letter of the 9th February, acknowledging the Receipt of mine of the 8th November and 2d of December laſt. It is with ſincere Pleaſure, I ſtill have it in my Power to confirm the Information conveyed to you by the Letter of the Preſident and Select Committee of Bombay's precipitate Reſolution of the 2d November, having failed in producing the very diſagreeable and fatal Conſequences which were to be apprehended from it: But this favourable Circumſtance muſt be attributed ſolely to the ſteady Attachment and Fidelity of the Troops belonging to your Eſtabliſhment, and not to the Committee's having been made ſenſible of the ill Tendency of the Meaſure itſelf, and in Conſequence revoking it. On the contrary, though repeatedly, and in the moſt ſtrenuous Terms, applied to by me for Aſſiſtance, I have been able to obtain from them One Lack of Rupees only, without the ſmalleſt preſent Encouragement to expect further Relief. Deprived, therefore, as I have been of every other Reſource, I truſt you will, upon a particular and impartial Reference to the Situation I was reduced to, be induced to think the Draughts I have been neceſſitated to make on you very moderate, as indeed they have not been adequate to relive the Diſtreſſes and ſevere Hardſhips which the Troops have ſuffered, and ſtill moſt painfully feel for Want of even the Means of Subſiſtence. The Sepoys are, at this Time, near Six Months in Arrears, and the Officers have not received their Pay and Batta for more than a Twelve Month. Such a Situation in a Country where the Hire of Servants, and the Price of Grain, and every Neceſſary of Life, more than doubles what they are in Bengal and its dependant Provinces, muſt at once ſuggeſt to you the whole Extent of their Difficulties and Sufferings, from which I have been compelled to make it my particular Study to afford them every temporary Relief in my Power. With reſpect to the Rate of Exchange at which I have drawn, however unfavourable it may be in Compariſon to what was formerly granted, when there was ſcarce any Demand for Money whatever, it has been the loweſt poſſible; and my own Endeavours, uniformly and zealouſly aſſiſted by Mr. Boddam, the Chief of Surat, have been exerted to keep it ſo. It ſhould be alſo conſidered regarding the Difference of Exchange between Calcutta and this Place; that at the former the Specie is immediately paid, and at the latter it does not become due for near Two Months after the Bills are preſented; which, at a moderate Computation, will require a Period of at leaſt Four Months from the Time the Money is received here.

“ I ſhall obey the Orders you have been pleaſed to give me, for drawing no more Bills upon your Government from the Date of this Letter; but it is unneceſſary to tell you that my ſole

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(a) Vide Appendix, N° CCCXXVI.

Dependance muſt be upon the Proviſion which you may be enabled to make for the Support of the Troops under my Command, and that without an early Supply, I ſhall not have it in my Power to furniſh them with the Means of mere Subſiſtence, unleſs by the Mode of Draughts upon your Government, which you have now thought proper to prohibit me from continuing, and from which I ſhall moſt certainly abſtain, unleſs compelled to it by the laſt Emergency of the Service, and for the Preſervation and Exiſtence of the Detachment entruſted to my Care. (*a*)

(Signed at the End of the Letter)

" Bombay, " Tho. Goddard."
May 1ſt, 1782.

To ſhew the Continuation of the Diſtreſs at Madras,

Read, a further Extract from the ſame Conſultation, beginning at Page 101 of the ſame Book.

" Honble. Sir and Sirs,

" Sir Eyre Coote is now encamped with the Army about Five Miles to the Southward of the Mount: He had taken a Poſition beyond Chinglepur, but returned Two Days ago for a freſh Supply of Proviſions and Money, which he thinks neceſſary to enable him to march again towards the Enemy. The former we ſhall continue to ſupply till the laſt Bag of Rice be expended, and as to the latter, the laſt Rupee is already gone to him from the Treaſury; but the Whole that, by the moſt ſtrenuous Efforts, we have been able to collect, is not ſufficient to ſatisfy the Troops even for the preſent, or to remove the immediate Diſtreſſes which the Officers labour under. We have therefore, as the only Expedient, authoriſed the Paymaſters of the Army to iſſue Notes to be paid out of the Money which you have ſhipped for us on the Reſolution; and we muſt hope that ſomething deciſive in our Favour will be effected by the Time theſe Supplies ſhall be expended, as beyond that Period we ſee not the Poſſibility of keeping the Army in the Field. The Neceſſity of making you this Repreſentation is rendered doubly painful by the Senſe we entertain of your unwearied Exertions in our Behalf; but we ſhould be wholly without Excuſe, were we to conceal any Part of our Diſtreſſes from you, who, ſhould the Remedy ever be attainable, alone have Power to apply it. (*b*)

(Signed at the End of the Letter)

" Fort St. George, " Macartney, &c.
13th May 1782. Select Committee."

Read, a further Extract from the ſame Conſultation, beginning at Page 92 of the ſame Book.

" Read a Letter from Sir Eyre Coote as follows:

" Gentlemen,

" I have this Morning advanced a Brigade, and ſhall join it To-morrow with the main Body, and proceed South, although I am ſomewhat diſappointed in my Supplies from Madras, which have not been ſo ample either in Money or Rice as I could have wiſhed: If ſomething effectual is not done to provide the Army in both theſe Eſſentials, (which your Government has already exerted itſelf in an extraordinary Manner to do), the Conſequences may be radically fatal on the one Account, whilſt my Operations muſt be circumſcribed on the other. (*c*)

I have the Honour to be, &c.

" Camp near Vandelour, (Signed) " Eyre Coote."
16th May 1782.

Read, from the ſame Book, the following Extract of a Conſultation of the 8th July 1782, beginning at Page 492 of the ſame.

" Fort William, the 8th July 1782.

Secret Dept.
Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
and
Edward Wheler Eſquire.
Mr. Macpherſon indiſpoſed.
Lieutenant General Sir Eyre Coote abſent on Service at Fort St. George.

" To the Honble. William Hornby Eſquire, Preſident, &c. Members of the Select Committee, Bombay.

" Gentlemen,

" You will thereby alſo perceive the Diſadvantages under which I have acted, and muſt continue to act whilſt there are no eſtabliſhed Magazines of Proviſions in the Country, nor any Subſiſtence of

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(*a*) Vide Appendix, N° CCCXXVI. (*b*) Vide Appendix, ibid. (*c*) Vide Appendix, ibid.

of any Kind to be drawn from it for the Supply of the Army. The French Fleet having been able to keep the Coaſt to the Southward of Madras, and thereby preventing the Conveyance of Proviſions by Sea, has been a mortifying Check to all my * Deſires of diſtreſſing our natural Enemy. My Views ſhall if poſſible be directed to that Object, but the Equipments for the Carriage of Proviſions, and in other Reſpects, are ſo circumſcribed, that I cannot entertain any ſanguine Expectations of acting with Effect. The whole Means I now poſſeſs for that Purpoſe, is not equal to the Carriage of Ten Days for the fighting Men, and not for Four for the whole Army; add to this, the Troops Four Months in Arrears, ſome Department Six and Seven, and but little Money to diſcharge them. (a)

* Sic in Orig.

" Camp Wandwaſh,
12th June 1782.

(At the End of the Letter)
(Signed) " Eyre Coote.
(And at the End of the Conſultation)
" Warren Haſtings."

Read, a further Extract from the ſame Book, and ſame Conſultation, beginning at Page 465 of the ſame.

" To the Right Honble. George Lord Macartney, Preſident, &c. Select Committee, Fort St. George.

" My Lord and Gentlemen,

" I had the Honour of writing you on the 13th from Outramalore. I arrived this Morning at my preſent Ground of Encampment, ſo far in my Way to the Neighbourhood of the Preſidency, in order to obtain a Recruit of Carriage Cattle, and a Supply of Money and Proviſions; what has been ſent of the laſt Article to Chingleput being altogether inadequate to our preſſing Demands, the private Followers have, for ſeveral Days, been without a Grain of Rice to live on. (b)

(At the End of the Letter)
" Camp Tamerum, (Signed) " Eyre Coote."
18th June 1782.

Read, a further Extract from the ſame Book and ſame Conſultation, beginning at Page 476 of the ſame Book.

" To the Right Honble. George Lord Macartney, Preſident, &c. Select Committee, Fort St. George.

" I ſhall rejoice if the Endeavours you have exerted for throwing a Supply of Proviſions into Vellore are attended with Succeſs; at the ſame Time I cannot help regretting the total Inability of the Army, from Want of Supplies, itſelf, to favor the Expedition ſo effectually as I could wiſh. (c)

(At the End of the Letter)
" Camp Tamerum, (Signed) " Eyre Coote."
18th June 1782.

Read, from Book 542, already delivered in, the following Extract of a Conſultation of the 12th of Auguſt 1783, beginning at Page 37 of the ſame Book.

" Fort William, 12th Auguſt 1783.

" At a Council; Preſent, Secret Dept.
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler,
and } Eſquires.
John McPherſon,
Lieutenant General Sir Eyre Coote K. B. abſent on Service at Fort St. George.

" The Proceedings of the 8th inſtant read and approved.

" Received the following Letter from Sir Eyre Coote.

" Gentlemen,

" As the Incloſures, which are Copies of a Letter to me from the Select Committee of Fort St. George, and of my Anſwer, contain Matter it is equally neceſſary and proper you ſhould have the earlieſt Notice of; I have accordingly tranſmitted them for your Information. You will obſerve that the Arrears due to the Army are heavy; that the Proſpect of Reſources under the

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(a) Vide Appendix, N° CCCXXVII. (b) Vide Appendix, ibid. (c) Vide Appendix, ibid.

Madras Government to defray them are both circumſcribed and uncertain; and that it is from the Continuation alone of that liberal Aid hitherto contributed by your Government, I can entertain the moſt diſtant Hope either of being able to act againſt our Enemies, or to keep this Army together. (*a*)

" I have the Honour to be, &c.

" Camp Arichanimangalum, (Signed) " Eyre Coote.
the 17th July 1782.

(And at the End of the Conſultation) —
" Warren Haſtings,
John Macpherſon."

Read, the following Extract of a Conſultation of the 26th Auguſt 1782, beginning at Page 309 of the ſame Book.

" Fort William, 26th Auguſt 1782.

Secret Dept. Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler, and John Macpherſon, } Eſquires.
Lieutenant General Sir Eyre Coote, abſent on Service at Fort St. George.

" Read, the following Letter from Lieut. General Sir Eyre Coote.

" Gentlemen,

" In the Letter which I had the Honour to addreſs you on the 17th ultimo, I acquainted you with the heavy Arrears due to the Army; of the little Ability in the Madras Government to diſcharge them, from its Proſpects of Reſources being both circumſcribed and uncertain; and that it was from the Continuation alone of that liberal Aid hitherto contributed by your Government, I could entertain the moſt diſtant Hope either of being able to act againſt our Enemies, or to keep the Army together.

" The Arrears due to the End of laſt Month, were near Twelve Lacks of Pagodas, which muſt have been accumulating under all the dangerous Circumſtances to be apprehended from an Army, without a Farthing of Pay, had not Vice Admiral Hughes, upon my Repreſentation of its Diſtreſſes, and of the obvious Ruin to which the public Intereſts were expoſed by its Continuation in that State, with great Readineſs, ſupplied me with a Lack of Pagodas from the Government Treaſury, upon my becoming perſonally reſponſible by Bond (bearing no Intereſt) for the Repayment thereof here on Demand; which I have accordingly done, relying on being enabled to fulfil my Engagement by Means of the expected Supplies from your Quarter, from the Firſt of which that arrives, I have promiſed that the Amount ſhall be reimburſed. (*b*)

(Signed at the End of the Letter)

" Head Quarters, " Eyre Coote.
Choultry Plain,
5th Auguſt 1782.

(Signed at the End of the Conſultation)
" Warren Haſtings,
John Macpherſon."

To ſhew the Supplies ſent to the Preſidency of Bombay,

Read, from Book 602, already delivered in, the following Extract of a Conſultation of the 14th of October 1782, beginning at Page 385 of the ſame Book.

" Fort William, 14th October, 1782.

Secret Dept. Monday.

" At a Council; Preſent,
Edward Wheler, and John M'Pherſon, } Eſquires.
The Governor General indiſpoſed.
Lieutenant General Sir Eyre Coote K.B. abſent on Service at Fort St. George.

Abſtract of Supplies to Bombay.

" Abſtract of Supplies to the Bombay Preſidency from the 30th of April 1778 to the 1ſt September 1782.

To Bombay and Brigadier General Goddard, from the 30th April 1778 to the 1ſt of May 1781, —	1,77,81,761	10	10
To Majors Camac and Popham's Detachments, —	12,92,587	15	4
Carry forward ————————	1,90,74,349	10	2

(*a*) Vide Appendix, N° CCCXXVIII.

(*b*) Vide Appendix, N° CCCXXIX.

Brought forward —		1,90,74,349 10 2
From the 30th of April 1781 to the 1st of September 1782 to Bombay General Goddard, —	1,10,46,174 9 0	
To Colonel Camac, Major Popham, and Colonel Muir's Detachments, — —	7,93,818 15 5*	
		1,18,39,993 0 2
Total Supplies from 30th April 1778 to the 1st Sept. 1782, Curr^t Rup^s		3,09,14,342 10 4

* Sic in Orig.

“ Fort William,
30th September 1782.

(Signed) “ Ja^s Miller,
Acting Accomptant General. (*a*)

(Signed at the End of the Conſultation)
“ Edward Wheler,
John Macpherſon.”

To ſhew the extreme Diſtreſs of the Preſidency of Madras in October 1782, in Conſequence of the Loſs of ſome Veſſels ſent with Rice,

Read, from Book 553, already delivered in, the following Extract of a Conſultation of the 4th November 1782, beginning at Page 37 of the ſame Book.

“ Fort William, 4th Nov. 1782.

“ At a Council; Preſent,
Edward Wheler Eſquire.
The Honble. the Governor General, Sir Eyre Coote, and Mr. Macpherſon, indiſpoſed.

“ Read, the following Letter from the Secretary at Fort St. George.

“ To Mr. P. Auriol, Secretary to the Honble. Governor General and Council, &c.
“ Fort William.

“ As the Select Committee may be prevented from addreſſing the Governor General and Council by this Poſt, I am directed to acquaint you, for their Information, that this Settlement has experienced a new and ſevere Misfortune in conſequence of a Gale of Wind, which came on Yeſterday Morning, and blew with encreaſing Violence until Midnight. Several large Veſſels, and among them the Earl of Hertford Indiaman, were driven a-ſhore, others foundered at their Anchors, and all the ſmall Craft, amounting to upwards of Ninety, were either ſunk or ſtranded: the Quantity of Rice loſt is at leaſt 30,000 Bags, which is equal to our whole remaining Stock, and the Loſs of the Tonnage is irreparable. The Squadron put to Sea early in the Day, and we were in Hopes it had eſcaped the Violence of the Storm, but this Afternoon the Active Frigate brought the diſagreeable Intelligence that the Superb is diſmaſted, and is beſides with Difficulty kept above Water. The Admiral had ſhifted his Flag on Board the Sultan, and proceeds immediately to Bombay. The Active returns to him To-morrow, with ſome of his Officers who were left a-ſhore, and the Select Committee intended to avail themſelves of that Opportunity to forward to him the Letter which the Governor General and Council have written to him.

“ The Select Committee are deſirous that the Governor General and Council ſhould have the earlieſt Notice of this Diſaſter, as the preſent very alarming State of this Settlement may perhaps induce them to alter the Deſtination of the Indiamen that were intended to be diſpatched to Europe, and to ſend them here immediately with Rice and other Proviſions.

“ I am, Sir, &c.

“ Fort St. George,
16 October 1789.

(Signed) “ J. Hudleſtow, Secretary.”

“ Ordered, That the Agent for Supplies be directed to diſpatch the Country Craft, which he has engaged to carry Grain to Fort St. George, as ſoon as poſſible.

“ Reſolved, That a Reward be offered to the Serangs on their ſafe and ſpeedy Arrival to Fort St. George of Ten Pagodas each, if their Paſſage does not exceed Fourteen Days, or Five Pagodas, if it does not exceed Twenty Days, and a further Reward of Forty Rupees each upon their Return here in Time to receive a ſecond Cargo this Seaſon for Madras. (*b*)

(At the End of the Letter)

“ Fort St. George,
16 Oct. 1782.

(Signed) “ J. Huddleſton, Secretary.

(At the End of the Conſultation)
“ Edward Wheler.”

(*a*) Vide Appendix, N° CCCXXX.

(*b*) Vide Appendix, N° CCCXXXI.

To ſhew the Exertions of the Government of Bengal, and the Support afforded by them,

Read, from Book 602, already delivered in, the following Extract of a Conſultation of the 18th November 1782, beginning at Page 531 of the ſame Book.

"Fort William, 18th November 1782.

Secret Dept. Monday.

"At a Council; Preſent,

Edward Wheler,
John McPherſon,
and
John Stables, } Eſquires.

The Governor General and Sir Eyre Coote indiſpoſed.

"The Proceedings of the 11th inſtant read and approved.

"Received the following Letter from Sir Eyre Coote.

To the Honourable Warren Haſtings Eſq. &c. &c. Ghiretty, 15th Nov. 1782.

"Gentlemen,

"Nothing but the great Exertions and Support afforded by this Government to our Operations on the Coaſts during the preſent War, relieving our manifold Diſtreſſes, and by the Supplies granted giving an Army the very Power of Action, could have left us an Exiſtence or Poſt in that Quarter; and I am moſt truly ſenſible of the great Line of Conduct your Supreme Board have hitherto uniformly adopted, enabling us to parry the almoſt unſurmountable Difficulties I have had to encounter;—feed, pay, and keep the Army together, &c. &c. I have the greateſt Confidence in both your Ability and Perſeverance, and truſt we ſhall, ere long, reap the full Reward attendant on our faithful Services, by having it in our Power to reſtore the Bleſſings of Peace to the Countries we have the Guidance and Protection of, on Terms honourable and permanent; alſo ſecure, by our ſucceſsful Efforts, an advantageous Balance, ready to be thrown into the Scale of our Nation whenever the Subject, in Europe, of a general Peace is agitated. (*a*)

(At the End of the Letter)

"Ghiretty,
15th November 1782.

"Eyre Coote.

(At the End of the Conſultation)

"Edw. Wheler,
John Macpherſon,
John Stables."

Read, alſo, a further Extract from the ſame Book and ſame Conſultation, beginning at Page 535 of the ſame.

"Gentlemen,

"The immediate Wants of our Army on the Coaſt, are comprized under the following Heads: The moſt extenſive Supply of Rice and Money equal to our Abilities; Horſes to mount their Cavalry; Drafts to compleat the Native Bengal Corps; Laſcars for the Service of Artillery; and Gun Carriages to replace the Caſualties to be expected from their preſent Field Train, and for other Services; not one Carriage, or ſingle Piece of Timber, is there in Store. I am clear it is unneceſſary for me to dwell on their Want of Rice and Money on the Coaſt, as, no Doubt, your Arrangements have already taken Place, relative to thoſe poſitive Requiſites of Exiſtence. (*b*)

(Signed at the End of the Letter)

"Ghiretty,
15th November 1782.

"Eyre Coote."

Read, from Book 543, already delivered in, the following Extract of a Conſultation of the 20th December 1782, beginning at Page 215 of the ſame Book.

"Fort William, the 20th December 1782.

Rev. Dept. Friday.

"At a Council; Preſent,

The Honourable Warren Haſtings Eſquire, Governor General, Preſident;

John Macpherſon,
and
John Stables, } Eſquires.

Mr. Wheler indiſpoſed.

"Mr. Macpherſon.—As a Supplement to the Governor General's Minute, and in further Teſtimony of the Advantages which the Company derive from an united Adminiſtration, in

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(*a*) Vide Appendix, Nº CCCXXXII. (*b*) Vide Appendix, ibid.

their controuling Preſidency, under the Direction of animated public Zeal and great Talents. I beg here to ſubjoin an extracted Account, ſigned by the Acting Accountant General, which ſhews that the Efforts of this Government to ſupport the other Preſidencies in Supplies of Money, Proviſions, and Military Stores, have been ſuch as muſt draw the Admiration of our Employers.

"Previous to my Arrival in India, theſe Efforts of Supply were great and well timed, eſpecially in the Carnatic; but the very Encreaſe of the Reſources which the Governor General has ſtated in his Minute, and the Severity with which the late Reſident, and the ſubſequent acting Reſident at Oude, were called upon to do their Duty to the Company, have been the Sources from which our Supplies in Favour of the other Preſidencies have been chiefly derived.

"The total Amount of theſe Supplies from the 30th September 1781 to the 1ſt of November 1782, appears to be Current Rupees 2,35,70,007 2 2.

"It is to be remarked, that in order to complete theſe Supplies, the Company have not been ſubjected to extraordinary Drafts, by Bills on Europe, nor to Loans in Addition to the Bonded Debt.

"The Abilities of this Government could not go farther in aiding the Preſidencies of Fort St. George and Bombay, but by recommending a Plan of Co-operation againſt their common Enemies, which was early and forcibly preſſed upon them, but which, though repeatedly urged, has not been hitherto carried into Execution. The Iſſue of the War in the Carnatic will ſhew whether, upon any other Plan, our Enemies can be repelled.

"The conſtitutional Powers of this Government, as well as its practical Exertions of Aſſiſtance, would not be extended to further Operation, and fortunately the Marratta War, with which it was cuſtomary to connect every Miſmanagement in India, has been virtually cloſed from the 18th October 1781. No Hoſtility has been committed between the Marrattas and the Company, from that Period. On the contrary, a Peace has been concluded, which, in the Delay of its final Formality, leaves the Company in the Poſſeſſion of thoſe Reſources, which at once gives us the Power of Defence, and withholds from them that of Hoſtility. This is a Tenure for Peace with an Aſiatic State, the moſt ſecure, eſpecially as it is founded in Juſtice on our Part, and Diviſion or an Oppoſition of Intereſts among them.

"To place the Proceedings of this Government in their merited and moſt ſatisfactory Point of View, nothing is wanting but a Completion to the great Undertaking of Reform and Retrenchment of the public Expence, which was begun in June laſt, which was carried on with the moſt impartial Juſtice, but which the Interruptions of ill Health have cruelly ſuſpended.

"It is upon this Foundation, that the moſt valuable Encreaſe of Revenue and Reſource can be ſecured to the Company and the Nation; much has been already done, but it is only a Beginning, and the Work before us is arduous; but it is full of public Honour, for it conſtitutes the public Safety.

"The Aid which the Board have lately acquired in the Abilities, Firmneſs, local Knowledge, and co-operating Diſpoſition of a new Member, warrants us in aſſuring the Company, that nothing within the utmoſt Compaſs of the Zeal and Abilities of this Adminiſtration, ſhall be left undone, in promoting the moſt active internal Œconomy, and maintaining our diſtant Dependencies with the moſt liberal Zeal.

"The Regulations and Arrangements neceſſary at home, to give ſucceſsful Efficacy to the Views and Operations of a Government acting upon ſuch Principles, depend not upon the Conduct, though they conſtitute the Wiſhes of this Board. It is our Duty to hope, and even to believe, that where our Meaſures are founded upon Prudence and good Intentions, they will meet with Support; nay, it is our Duty, if not our Right, to be confident that the Juſtice of our Employers, and of our Country, is ultimately unerring, even if it ſhould be interrupted by Miſinformation. (*a*)

(Signed) "* Macpherſon. * Sic in Orig.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edw^d^ Wheler,
John Macpherſon,
John Stables."

The Counſel for the Defendant informed the Houſe, that the next Document they wiſhed to produce, was a Letter from Mr. M^c^Pherſon to the Court of Directors of the 30th March 1783; but that the Letter itſelf being loſt, they propoſed to read it, with the Conſent of the Managers, from a Collection of Papers relative to the Impeachment, printed by the Houſe of Commons, having firſt proved the original Document not to be forth-coming.

(*a*) Vide Appendix, N° CCCXXXIII.

The Managers for the Commons ſaid, they had no Objection to the Paper in Queſtion being read as deſired, provided the Original were firſt proved to be loſt, as the Counſel had ſtated.

Then Mr. Robert Hudſon was aſked,

Q. Have you ſearched for a Letter of Mr. McPherſon's to the Court of Directors of 30th March 1783?

A. I have.

Q. Is that Document forth-coming, or is it loſt?

A. I have not been able to find it.

Q. Have you made due Search for the Purpoſe?

A. I have ſearched where I thought it likely to find it, and in other Places; but I have not been able to trace it.

Q. Do you know whether that Letter was printed by the Houſe of Commons from a Copy which you yourſelf furniſhed?

A. When this Paper was ordered by the Houſe of Commons, the Original itſelf was not then forth-coming, the Letter was therefore taken from a Copy which was then in the Office, which Copy has ſince been miſlaid.

Then the Witneſs produced a Book, without any Title, but numbered "2;" and the ſame being delivered in, the following Extract was read from a Paper bound up in the ſame, and indorſed, "Copy of a Letter from the Governor General and Council of Bengal, dated the 16th Oct. 1781; and from John Macpherſon Eſquire, to the Court of Directors of the Eaſt India Company, dated in March 1783. N° 5. 1787," beginning at Page 5 of the ſame Paper, and Page 863 of the Book.

"Calcutta, 30th March 1783.

"Of the general Diſtreſs of your Affairs in all your Preſidencies in the latter End of Auguſt, 1781, when I arrived at Madras, you have long ſince had authentic Accounts; but of the Danger to which the very Exiſtence of the Company was then expoſed, you can have no adequate Idea. Your Army towards Bombay had been obliged to retreat from a gallant but unſucceſsful Enterprize towards Poona, and it required great Bravery and Skill to ſecure their Retreat from the Gauts to the Sea Side. Your Preſidency of Bombay was then near a Crore of Rupees in Debt, notwithſtanding the immenſe Supplies from Bengal, and their newly acquired Revenues. The utmoſt of their Military Exertions, though ſupported by an Army from Bengal, and though they had raiſed many new Battalions, was directed to keep the Marattas in Check.

"In the Carnatic, your principal Settlement, and your main Army under Sir Eyre Coote, were ſurrounded by the Army of Hyder, who had indeed been defeated on the 1ſt of July 1781, but who from that Check ſeemed only to have become more guarded and determined in his Purpoſe. Neither your Army, nor even Fort St. George itſelf, had at that Time above a few Days Proviſions in Store, nor could there be any Proſpect of Supply from the Country: Your Treaſury at Fort St. George was empty; your Credit could not be ſaid to exiſt in any active Force.

"At Bengal, on which your other Preſidencies depended almoſt entirely for Supplies, your Treaſury was drained, and every Effort of raiſing Money by Loan, by Annuity, and by partial Remittances had been tried, and, to complete the Meaſure of your Difficulties, a Rebellion had broken forth upon your Frontiers at Benares, which threatened Deſtruction to all your Poſſeſſions from the Source of the Mouths of the Ganges, and in every Quarter of India.

"Such was the Criſis at which it was my Deſtiny to become One of the Members of the ſuperior Adminiſtration of India. Few who could have ſeen the real Difficulties of the Part I had to act, would have envied my Situation, and the moſt obſtinate Party Contention had but ceaſed to rage in the Scene where I was to begin my Part.

"I ſhall leave it to your Governor and Commander in Chief upon the Coaſt of Coromandel to ſtate whether I was of any Aid to their Councils in ſo deſperate a Criſis. At all Events I eſteem myſelf fortunate in having joined my Efforts to theirs to promote a favourable Impreſſion upon the Maratta State. The Confidence which the Nabob of Arcot repoſed in my Opinion, was not unſerviceable to the Eaſt India Company upon that trying Occaſion. I propoſed that he ſhould place the Seal of the Carnatic in the Hands of the Commander in Chief of our Forces, that he might grant Sunnuds to the Petty Rajahs and Poligars, to exempt them from future Tributes in Proportion as they might aſſiſt the Army with Proviſion or Force from their different Retreats; it was my Opinion that your Seal ſhould have been ſent to guarantee theſe Deeds of Conceſſion. Sir Eyre Coote felt the public Advantages of this Propoſition, and marched through the Pollams of theſe Rajahs and Zemindars that lay between Madras and Vellore; they ſupplied him with Proviſions; he defeated Hyder on the Plains of Shulinghur; he afterwards relieved Vellore, took Chittoor, and returned to Madras, after an Abſence of about Three Months, when the Supplies of Proviſion from Bengal arrived ſeaſonably for the Support of Fort St. George, and your Army.

“ On the 29th of September I arrived at Calcutta, where I found Mr. Wheler alone in Charge of the Government; he was labouring with the beſt Intention, good Humour, and Ability, to maintain your Affairs. I ſhall not attempt to deſcribe the Situation of the Settlement, and the Variety of Apprehenſions that agitated the public Opinion. The Governor General had, with great Spirit, recovered his Ground at Benares. The Attachment and Spirit of your Officers flew to him from every Quarter, but all the Provinces ſeemed ſtill to tremble from the Shock of the Convulſion on the 24th of Auguſt at Benares. The Collections did not flow in their regular Courſe; all depended upon Regularity and Vigour in that Department; for your Collections were chiefly in the Hands of Native Renters and Zemindars, and it is their Rule to be no longer punctual in their Payments, than the State can attend to them reſpectively, and is in Force to compel them.

“ I declared to the Dewan of the Khalſa, Gunga Govin Singh, or in other Words, the Native Chancellor of the Exchequer, who ſtands between the Farmers and the Committee of Revenue, that I would move the Council to puniſh any Native Collector and Zemindar who had collected the Revenue from the Ryots but who withheld it from the Company beyond the uſual Terms of Payment; for that ſuch Crime, in the preſent Situation of Affairs, was the ſame as to attempt to rob the public Treaſury, and ſhould be puniſhed as ſuch. I declared to him further, that while I ſat in Council I would not ſign a Remiſſion of Revenue, or agree to cancel a Company's Balance, but on a Ground of actual Invaſion, or a general Famine;—for if the Farmer refuſed to pay the Money, he ſhould paſs his Bond to the Company for the Balance, and none but the Company could have a Right to cancel the Obligations of ſuch Bonds.

“ Theſe Declarations met the Approbation and the full Support of your Government, and produced an Effect which many of your Servants who are in the Charges of the Revenue can atteſt. By your monthly Collections or Kiſts in the Bengal Provinces, your Armies, then in every Quarter of India, were maintained and might be ſaid to be kept together.

“ It is to your Servants (and you have many here of very great Knowledge and Ability, and liberal Attachment to your Intereſts) that I am indebted for that early Inſight into your Affairs which enabled me to be of immediate Service.

“ I met your Servants who were in oppoſite Intereſts of the Party with equal Civility. I declared to them that, as far as my Voice would go, Party was aboliſhed; and I requeſted from every Servant who was of known Ability and Experience in Office, a candid and confidential Account in Writing of the Management which might improve his particular Department, and tend to the general Proſperity. I pledged my Word to the ſacred Cuſtody of their Opinions.

“ By this Means, in the Courſe of Three Weeks, I received Memorials of Confidence, and the moſt uſeful Inſtruction in every Department of your Service, in Revenue, Inveſtments, Contracts, Diſburſements, Management of the Army, Marine, General Accounts, and the State of our Alliances, with the Plans of Regulation by which Affairs might be retrieved. It would be uncandid in me not to name particularly the Servants to whom I owed ſuch valuable and friendly Communication.

“ They are, Mr. Shore, Mr. Ducarel, Mr. Peter Moore, Mr. Jonathan Duncan, Mr. Charles Grant of Malda, Mr. Petrie, and particularly Mr. Larkins, Mr. Murray your Commiſſary General, Colonel Sir John Cumming, Lieutenant Colonel Fullerton, Majors Popham and Bruce upon ſubſequent Occaſions, Mr. Mackenzie, Mr. Charles Purling, Mr. Briſtow, and Mr. Crofts, who always obligingly furniſhed me with every Calculation that I could aſk, of your Receipts and Diſburſements, and the comparative Statements of Revenue and Expenditure in different Years.

“ I could name many more of your Servants, who ſhewed the moſt chearful Readineſs to give me every Knowledge of your Affairs.

“ Upon diſcuſſing theſe general Subjects with Mr. Wheler, and taking a general View of Affairs in every Quarter of India, we addreſs to your Honourable Court thoſe general Letters in the Secret Department, which announced to you on the 16th of October and 29th of December 1781, the following Aſſurances.

“ That this Government would endeavour at all Events to put a Cloſe to the Mahratta War.

“ That they would endeavour to ſecure and arrange the internal Peace of India, and a Syſtem of Moderation and Juſtice.

“ That they would at every Riſque provide an Inveſtment, and continue that great Commercial Proviſion, which was equally neceſſary to the internal Proſperity of theſe Provinces, as it conſtituted their Value to the Company, and to the parent State.

“ That amidſt Harmony in our Councils, rendered neceſſary as well as deſireable, we ſhould endeavour to retrench every ſuperfluous Expence, and attend to the moſt regular Collection of your Revenues, with every Attention to the Cultivation of the Country and Happineſs of the Natives.

“ That we ſhould labour, with every Exertion in our Power, to ſupply the other Preſidencies with Money and Proviſions, and ſtrive, upon a regular Syſtem of Co-operation from all our Preſidencies, to repel our natural Enemies, ſo as to forward the neceſſary Object of a general Peace in Europe.

“ Such were the Hopes which this Government gave to your Honourable Court in October and December 1781; and to perform the great public Objects of ſuch Expectations, we pledged ourſelves to the very utmoſt of our Abilities, to the Company and to our Country. The Governor General had not then returned to the Preſidency; but from his confidential Correſpondence, we were empowered to pledge his Name: We conſidered our Declaration which went to the above Obligations, though not in their formal Order, as an Engagement which we formally entered into with our Employers.

“ I eſteem it the greateſt Happineſs, and the greateſt Honour, that could befal me in Life, that, in the Courſe of Sixteen Months, an Adminiſtration, of which I was a Member, ſhould have been able, in ſo ſhort a Time, to have performed to you ſo much of what they promiſed to attempt.

“ 1ſt. The Mahratta War was cloſed by a general Ceſſation of Hoſtilities between you and that State, as early as January 1782.

“ 2dly. The internal Peace of India has been ſecured by the Treaty of Peace and Alliance with the Mahrattas, which was concluded on the 18th of May 1782, ſigned by your Governor General and Council on the 6th of June, ſigned by the Peſhwa on the 20th of December following, and finally exchanged and ratified on the 24th of February laſt.

“ You will pleaſe to obſerve, that the ſaid Treaty excludes France from any Eſtabliſhments in the Mahratta Country, or any Aid from their Chiefs, and includes and binds every Power of any Conſequence in India, as either in Alliance with you or with the Peſhwa, without a Claim upon the Carnatic or Oude; and you may depend upon it, that nothing but the utmoſt Miſmanagement of your own Servants can ever break a Treaty founded upon ſuch an equitable Arrangement, originating from an Experience of unprofitable War on both Sides, and which is firmly ſecured by the real Intereſt of the Leaders of the Mahratta State.

“ If you are pleaſed to reflect a Moment upon the Difficulties under which this Treaty was negociated, the Offers that were made by France directly from the Sovereign to the Miniſters at Poona; the Intrigues, Abilities, and Reſources of Mr. Buſſy's Agents there; the Influence of Hyder; and what was a greater Bar than all to the Treaty, the general Cry from your own Servants for a Peace with the Mahrattas upon any Conditions; you will applaud the Management with which it was commenced, the Patience and Firmneſs with which it was conducted, and the liberal as well as dignified Manner in which it was finally ratified.

“ In the midſt of a general War it ſecures to you, in Tranquillity, the Revenues of theſe Provinces from Rohilcund to Cuttack; and with theſe Revenues, under a prudent Diſburſement and a proper Co-operation of your Forces, you may bid Defiance to the moſt powerful States in Europe, in a Conteſt for any of your Poſſeſſions. In India ſuch Conteſts muſt eventually be determined by the greateſt and moſt permanent Power of Reſource upon the Spot.

“ 3dly. An Inveſtment has been provided upon a Plan which counteracts foreign Competitors in your Trade at the Europe Markets, and which has very conſiderably reduced the prime Coſt of the Goods.

“ Formerly your Governor General and Council, ſufficiently occupied with general Affairs, and the Virulence of their own Diſputes, could not attend to this moſt important Subject. At preſent, they have inſpected the different Propoſals of Contractors, and have, after accepting the moſt favourable for your Intereſt, kept ſealed Specimens of the Goods as a Check, and to aſcertain at the Sales the faithful Performance of the Contractor's Engagements; for the Goods are not to be mixed, and each Bale is to be marked with the Name of the Contractor.

“ Unpleaſant as ſuch Interference muſt have proved to your Board of Trade, they ſaw the Juſtice as well as Neceſſity of it; they acquieſced at length, with Chearfulneſs, in the Arrangement. It is worthy of your Juſtice to avoid Retroſpect, and only to encourage the Sacrifice which theſe Servants who have ſerved you ſo long, and whoſe Allowances are ſcanty, have made upon the preſent Occaſion.

“ 4thly. Amidſt Harmony in our Councils, very conſiderable Retrenchments have been made from the encreaſing Scale of your Expenditures. Theſe Retrenchments were begun early in the preceding Year, but impeded by the Interruption of ill Health; they were begun upon a Syſtem that was to carry them fully through the minuteſt Department in the Service; they are vitally neceſſary to the Permanency of your Proſperity in this Country. It ſhould be remembered, that the Baſis upon which you roſe to Power, and have been able to ſtand the Shock of repeated Convulſions, has been the Accuracy and Simplicity of mercantile Method, which makes every Tranſaction in your Service, and every Expenditure, a Matter of Record. The Proceedings of this Government have been laboured and very difficult in the Buſineſs of Retrenchment; but when they are extended to every Department in the Service, which will be in the Courſe of Three Months, I do not think I exceed when I ſtate that I hope they will amount to Six hundred thouſand Pounds. I ſhall tranſmit to your Honourable Court an exact official Account to the laſt Rupee upon this Subject, with a Copy of the new Regulations that have been adopted to check every Department to ſeparate eſtabliſhed from contingent Charges, and to check the Accounts of Agency Diſburſements, which were early reduced from Fifteen to Ten per Cent. The extraordinary contingent Expences of the Army, eſpecially of the Detachments ſerving on the Weſt Side of India, and in the Carnatic, you will find conſiderably reduced, as well as thoſe of the Phouſdarry, and the new Law Offices, which were cancelled before your Orders arrived.

“ To my ſuperior Colleagues muſt be due the chief Merit of ſuch Reforms, for to them the Labour muſt have been more irkſome. As far as my own Example would operate, in avoiding to trouble the public Finance with the Diſtreſſes of Dependants, or the Claims of Favour and Recommendation, your Records will do me ample Juſtice: On the Encreaſe of the Revenue I beg Leave to refer to the Governor General's Minute of the 13th December laſt, and my Reply in the Revenue Department.

Rev. Dept. 13th Dec. 1782.

“ That Minute ſhews, from accurate Calculation and Figures, that your Reſources have been virtually encreaſed in the preceding Year about 700,000 Pounds Sterling. It may not be quite out of the Way here to obſerve, that by enforcing the exact Statements of your moſt able Accountant General, an Error which had gradually ariſen, to the Amount of Forty-three Lacks of Rupees in Account between the Company and the Vizier at Oude, is now in Train of Realization, under the Management of your new Reſident at Oude, Mr. John Briſtow, whom your Governor General promoted to that Office agreeably to your Orders, whenever he found that the former Reſident neglected his Duty.

“ 5thly. On the Subject of the Supplies which have been ſent from hence from the Period of my Arrival for the Support of the War in your other Preſidencies, I have the Honour of tranſmitting to you the accompanying official Account, ſigned by your Accountant General. From this Account you will pleaſe to obſerve, that the Amount remitted, and actually paid from the 30th September 1781, to the 1ſt March 1783, is Two Crores and Fifty-eight Lacks, One thouſand three hundred and fifty-ſix Rupees, beſides the Treaſure and Stores that were ſent ſome Days ſince with Sir Eyre Coote to the Coaſt, and Bills accepted by this Government, and under Payment, making in all a Sum little ſhort of Three Millions Sterling.

“ If you will take the Trouble to peruſe attentively the Letters of this Government to Madras and Bombay, and General Goddard on the 26th December 1781, you will in thoſe Letters be not more ſatisfied with the Exertions which this Government have made in Supply, than with the Plan of Co-operation, which was ſo early recommended to both theſe Preſidencies, and in which they were cautioned againſt the Operations of our natural Enemies, which in the enſuing February burſt on the Carnatic.

“ The Letter of this Government to the Preſidency of Bombay, on the 14th of October laſt, had the moſt fortunate Effect upon the Operations of that Government, as you will perceive in General Mathews's Letter of the 2d of December laſt to Sir Eyre Coote, entered upon your Records: The following Paragraph is worth your Attention.

“ The Letter of the 14th of October from the Supreme Council, and the Remittance of Fifteen Lacs, will not leave this Government a Pretence for Delay, and will give what they deſire for the Outfit of the Expedition.’

“ You have ſince heard of General Mathews's Succeſs. I have been honoured with a ſhort Letter from him, dated at Bidenore, the 30th of January 1783, in which he ſays, that with the Support of this Government (of which I had taken the Liberty to aſſure him in a private Letter) he ſhould hope to retrieve your Affairs on that Side of India.

“ Having thus preſumed to lay before your Honourable Court ſome Account of the Situation in which I found your Affairs, and of the Meaſures which the Governor General and Council perſued to retrieve them, permit me to ſtate the particular Impreſſion under which I viewed all the Tranſactions in India at ſuch a Criſis. It was my Belief that Great Britain, after the Oppoſition and Separation of America, and attacked by ſo many powerful Enemies at Home and Abroad, could neither exiſt in her Finances nor Liberties, if India was not ſaved, and our Competitors here completely counteracted.

“ The Separation of America came on by Degrees, and Trade, which was our only Return from thence, opened her Courſe through other Channels with Succeſs. America yielded to Britain no landed Revenue; and each Colony there had, like the Mother Country, anticipated, by Debt, the Revenues of many Years. India was ſcarcely One Year's Revenue in Debt. The Loſs of ſuch a Dominion, if it was to happen, would be ſudden, would be total; it would be irrecoverable by any Efforts from Home; it would prove the inſtant Loſs of Millions of Individuals, and many Millions of the public Property; it would at once annihilate thoſe Funds which conſtitute the Subſiſtance of all the Creditors of the India Company at Home and Abroad; it would fall upon the other Funds of the State, with a Shock that would ſtrike the remoteſt Land-holder in Britain, and involve him ultimately in the ſame Fate with thoſe who lived upon the Intereſt of the public Debts. But to complete the Miſery of ſuch an univerſal Cataſtrophe, our natural Enemies, who were in Force and Alliance upon the Spot, would ſucceed to the Remains of our Fortune; from that Succeſſion, they could maintain their future Tenure, and dictate to Britain the laſt Terms of deſpotic Superiority.

“ No Perſon but One who had once ſeen the Carnatic in its Proſperity, and who afterwards ſaw it in the Miſery in which I beheld it, could conceive the Reality of the general Scene of Diſtreſs, which I have deſcribed, as within the Poſſibility of Human Events. There I ſaw Men who ſuppoſed themſelves, and who literally were worth princely Fortunes a few Years before, abſolutely in Want of Bread. The whole Subſtance of a great Colony, the Credit of a mighty Company and of Ally Princes, were extinguiſhed by the Sword of Deſolation. “ You may come on Shore," wrote Lord Macartney to me the Day I came to Anchor in the Roads, " but if the Gentlemen who are Paſſengers with you come along with you, they muſt ſleep in the Streets." And where was, at that Inſtant, the Exiſtence of the India Company?—Only in the Revenues of Bengal; and in Bengal a Situation of Affairs ſimilar to that which exiſted in the Carnatic was to be greatly apprehended; and had it actually taken Place, I leave it to your own Ideas to reflect whether the general Cataſtrophe which I have repreſented as poſſible, was not to be dreaded as a certain Conſequence. France looked to ſuch a Reverſion in your Fortune, and when you ſee her Armaments prepared upon a Scale of Force and Expence, which is the utmoſt that her Faculties can ſend againſt India, you cannot be too ſenſibly awakened to the Dangers you have eſcaped; nor conſider thoſe Events as impoſſible which could alone reimburſe your natural Enemies, or give them any Proſpect of future Advantage from ſuch extraordinary Efforts. (*a*)

(Signed at the End)
" John Macpherſon."

To ſhew, that even ſo late as the 26th of July 1783, the Diſtreſs of the Preſidency of Madras ſtill continued,

Read, from Book 447, already delivered in, the following Extract of a Conſultation of the 18th Auguſt 1783, beginning at Page 734 of the ſame Book.

" Fort William, 18th Auguſt 1783.

Publick Dept.
Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler,
John Macpherſon,
and
John Stables,
} Eſquires.

" Read the following Letter from the Preſident and Council at Fort St. George.

" To the Honourable Warren Haſtings Eſquire, Governor General, and Council at Fort William.

" Honble. Sir and Sirs,

" We have the Pleaſure to inform you, that ſince our Letter to you of the 21ſt July, the Honble. Company's Ships Barwell, Lord Macartney, York, Stormont, Laſcelles, Halſewell, and Belmont, have ſafely arrived here from England. On Board them are Part of His Majeſty's 36th and 52d Regiments of Infantry, and we find the Remainder of thoſe Corps are in the expected Ships which ſailed at the ſame Time. The additional Expence that will neceſſarily be incurred by the Arrival of theſe Troops, has ſerved to increaſe the Anxiety we before felt on Account of our Diſtreſs for Money. We have not now in our Treaſury, including the Amount of the Bills you have lately tranſmitted hither and to Maſulipatam, more than ſufficient for a Month's Diſburſements, and we ſee no Proſpects of any eſſential Supply but from you. Thus ſituated, we beg Leave to call your Attention to our approaching Neceſſities: Our Poverty has long expoſed us to Inconvenience and Embarraſſment, but the moſt fatal Conſequences are now to be apprehended, unleſs we receive ſpeedy Support from you. Our own Funds are trifling in Compariſon with our preſent Expences, and our ſole Dependance is upon your Aſſiſtance, which you have hitherto in our Emergencies ſo liberally afforded us, that we flatter ourſelves we ſhall ſtill be extricated from Difficulty by a Continuance of your Exertion in our Favour. We cannot at the ſame Time forbear obſerving to you, how much more convenient and quick the Remittance in Bullion is than by the Shroffs Bills, which are drawn at a very long Sight, and are not by any Means negociable. (*b*)

" We are,
Honble. Sir and Sirs,
Your moſt obedient Servants,
" Macartney, &c. Council.

" Fort St. George,
26th July 1783.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edward Wheler,
John Macpherſon,
John Stables."

The Counſel for the Defendant informed the Houſe, they ſhould next proceed to prove the Diſtreſs in all the other Stations of the Army, exiſting at the ſame Period of Time, and on the ſame Accounts, as the Diſtreſſes of Madras and Bombay already in

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(*a*) Vide Appendix, Nº CCCXXXIV.

(*b*) Vide Appendix, CCCXXXV.

Evidence; and, for this Purpoſe, they ſhould firſt begin with that experienced by the Troops under Sir John Cumming.

Read, from Mr. Middleton's Letter Book, marked E. already delivered in, the following Letter from Mr. Middleton to Sir John Cumming, dated the 12th July 1781.

“ To Colonel Sir John Cumming, commanding at Futty Ghur.

“ Sir,

“ An Eſcort having arrived from Gawnpore, with the moſt earneſt Requiſition for a very large Supply of Treaſure, I have been unavoidably neceſſitated to ſend off what ready Money I had. However, to prevent this, as much as poſſible, being any Diſappointment to you, I herewith encloſe you an Order for 40,000 Rupees, upon the Aumil of Rohilcund. He has the Money ready; and I have written to him by this Dawk, to diſpatch it immediately, in order to meet your Guard on the Road. The Diſtance from Berelly is 20 Coſs leſs from Furruckabad than this Place is, ſo that I truſt upon the Whole, you may, by this Mode, receive your Remittance even earlier than it could have arrived by my diſpatching it with your Eſcort from hence; particularly as the collecting ſo large a Sum as your * Want, after the unavoidable Remittance I have made to Cawnpore, would take up a conſiderable Time.

* Sic in Orig.

“ Lucknow,
the 12th July 1781.

“ I have the Honour to be,
Sir, &c.”

“ P. S. Excluſively of the above mentioned Four Lacks, I encloſe you Bills amounting to 23,000 Sunnauts, the Terms of which are all long elapſed, ſo that they will be realized upon Preſentation.”

Read, from Mr. Middleton's Letter Book, marked A. already delivered in, the following Letter, from Mr. Walker to Mr. Middleton, dated the 2d September, beginning at Page 162 of the ſame Book.

“ To Nathaniel Middleton Eſquire.

“ Sir,

“ Being ordered to Khyrabad by Colonel Cumming, on the Recruiting Service, with a Promiſe that he would ſend me an Order on this Place for the Subſiſtence of the Recruits; he now writes me, that by the Regulations he cannot iſſue an Order for any Money, and that I muſt ſubſiſt them till they arrive at Futty Gur—That being Four Months without any Pay, puts it out of my Power to comply with the Orders, unleſs you will be ſo obliging to give an Order on this Place for Five or Six hundred Rupees, and will, on my Return to Futty Ghur, account to the † with the Paymaſter there, out of my Arrears, for the Sum you may be pleaſed to order me.

† Sic in Orig.

“ I am, Sir, &c.

“ Kyrabad,
2d Sept.

“ R. Walker.”

Read, from the ſame Book, the following Letter from Colonel Champion to Mr. Middleton, dated the 2d September, beginning at Page 163, of the ſame Book.

“ To Nath. Middleton Eſquire.

“ Sir,

“ I beg Leave to inform you, that the Cavalry Corps at this Station are now in their Third Month of Arrears, and that I have received no Money ſince my Application in July.

“ I have in conſequence to requeſt a Reply relative to the Supply required in my Application of the 6th of July.

“ I am, &c.

“ Futty Ghur,
2d Sept.

“ J. Champeon.”

To ſhew that Colonel Morgan, on being ordered from Cawnpore to Futtygur the Beginning of September 1781, was obliged to apply to the Reſident for further Aſſiſtance and neceſſary Supplies towards that Expedition,

Read, from the ſame Book, the following Letter from Colonel Morgan to Mr. Middleton, dated the 3d September, beginning at Page 166 of the ſame Book.

“ To John Middleton Eſquire.

“ Sir,

“ I have the Honour to acknowledge the Receipt of your Letter of the 2d inſtant, incloſing a Letter from N. Middleton, Eſquire, under Date the 31ſt inſtant, that covered an Order from the Honble. the Governor General to me. I had been honoured by Receipt of Two Orders from the Governor ſome Days before, and laſt Night a freſh Order arrived for my proceeding down to Chunar Gur with my whole Force, which makes me urge again my Entreaty, that you will afford me all Aſſiſtance in your Power with Money; the Neceſſity of having Treaſure with me is too obvious for me to ſay any Thing further about it here.

“ I have to requeſt alſo, that you will be ſo good as to ſend immediately an Order to the Cutival of Lutafut Gunge to paſs 30 Boats of Grain that he has ſtopped near Ilahi Kura, which were coming for the Uſe of the Troops at this Station, as I ſhall be in Want not only of the Grain, but of the Boats.

“ I am, Sir, &c.

“ Cawnpore,
Sept. 3d.

“ James Morgan.”

To prove that, on the 3d September 1781, the Army at the Stations of Futtygur and Dirnagur was ſo clamorous for Want of Pay and Proviſions, that the Reſident was applied to for an extra Sum of Money for their Supply,

Read, from the ſame Book, the following Letter from Sir John Cumming to Mr. Middleton, dated the 3d September, beginning at Page 164 of the ſame Book.

“ To John Middleton Eſquire.

“ Sir,

“ In the Abſence of your Brother I am under the Neceſſity of applying to you for Money for the Pay of the Troops at this Station and at Dirnagur. The Length of Time they are in Arrears, and the high Price of Proviſions, has accumulated our Diſtreſs * and they are become extremely clamorous. In the preſent State of Affairs it is very neceſſary to take every Step to prevent Diſſatisfaction among them, and I beg of you to ſend me Two Lacks of Rupees at any Rate. I have directed the Paymaſters to tranſmit you Drafts for that Amount; but beg you will not conſider this as merely the uſual Demand, but as an Application made on the utmoſt Emergency, and, if poſſible, comply with it either in Whole, or Part, as it may be in your Power. I requeſt you will anſwer this Letter without Loſs of Time. I ſhall order Two Companies of Sepoys off directly as an Eſcort, depending upon your Compliance.

* Sic in Orig.

“ Futty Ghur,
September 3d.

“ I am Sir, &c.
“ John Cumming.”

Read, from the ſame Book, the following Letter from Mr. Day to Mr. Middleton, dated the 3d September, beginning at Page 166 of the ſame Book.

“ To Nathaniel Middleton Eſquire.

“ Sir,

“ I did myſelf the Honour of addreſſing a Letter to you the 25th ultimo, which, from my having received no Reply to, I concluded has by ſome Means miſcarried. I then informed you that the Troops at this Station, and thoſe at Daranagur, were upwards of Three Months in Arrears, and requeſted Five Lacks of Rupees (agreeable to the Eſtimate then ſent, and now again encloſed) might be remitted to me for the Payment of them.

“ I have now to repeat my Requeſt, and hope it will be complied with as ſoon as poſſible, as the Troops are exceedingly clamorous and diſtreſſed for their Pay, of which the encloſed Copy of a Note which I take the Liberty of ſending you, addreſſed by Major Macpherſon to Colonel Cummings's Aid de Camp, and ſent by the Colonel to me, will give you a clearer Idea than any Thing I can ſay on the Subject.

“ Futty Ghur,
3d September.

“ I am, Sir, &c.
“ Geo. Day.”

Read, from the ſame Book, the following Letter from Sir John Cumming to Mr. John Middleton, dated the 4th September, beginning at Page 165 of the ſame Book.

“ To John Middleton Eſquire.

“ Sir,

“ In conſequence of an Expreſs from the Governor General, I march for Cawnpore. I beg of you to diſpatch Money, any Thing from Two Lacks of Rupees to Fifty Thouſand will be a Relief. The Troops are ſtarving, and very clamorous, and this ſudden Movement will encreaſe it. I leave this at Eight o'Clock in the Morning. I have ordered the Two Regiments from Darnagur to march by forced Marches for this Place. If you can ſend Forty or Fifty thouſand Rupees to meet them at Barelie, you will do an eſſential Service. They are Three Months in Arrears. Judge of their Diſtreſs in being called ſo ſuddenly away.

“ I am, Sir, &c.

“ Futty Ghur,
4th Sept.

“ J. Cumming.”

Read, from the ſame Book, another Letter from Sir John Cumming to Mr. John Middleton, dated Sept. 6, beginning at Page 169 of the ſame Book.

" To J. Middleton Eſquire.

" Sir,

" I beg Leave to acquaint you, that I fully rely on your diſpatching immediately Fifty thouſand Rupees for the Pay of the Detachment, our Diſtreſs being now ſuch, that even the Officers, as well as Sepoys, find it difficult to raiſe a Rupee for their daily Subſiſtance, and the above Sum will be ſufficient only for a few Days.

" Sir, &c.

" Camp near Caddy Gonge,
6th Sept.
" J. Cumming."

To ſhew that the low State of the Company's Treaſury in Oude was ſuch, that it would not permit of the Reſident's Compliance with the Whole of the Requeſt made to him on the Part of Mr. Day, for the Supply of his Troops,

Read, from Letter Book E. already delivered in, the following Letter from Mr. Middleton to Mr. Day, dated the 6th September 1781.

" To Mr. George Day, Paymaſter to the Troops at Futty Ghur.

" Sir,

" I did myſelf the Honour to addreſs you under Date the 1ſt inſtant, acknowledging the Receipt of your Letter of the 24th ultimo, addreſſed to Mr. Nathaniel Middleton; ſince which I have received yours of the 3d. The low State of the Company's Treaſury will not admit of my complying with the Whole of your Eſtimate at preſent. One Lack of Rupees is now ready for Diſpatch, and waits only the Arrival of an Eſcort from your Camp, to take Charge of it. I have addreſſed Colonel Sir John Cumming on the Subject by this Dawk; and have the Honour to be,

" Lucknow,
the 6th September 1781.
" Sir,
" Your moſt obedient humble Servant.
(No Signature at the End of the Letter.)

Read, from Book A, already delivered in, the following Letter from Mr. Day to Mr. J. Middleton, dated the 8th September, beginning at Page 169 of the ſame Book.

" To Mr. J. Middleton.

" Sir,

" I have juſt now been honoured with your Letter of the 6th inſtant. I ſhall immediately apply to the Commanding Officer here for an Eſcort to ſend for the Lack of Rupees which you informed me was ready.

" As I have been under the Neceſſity of raiſing Money, not only on my own Credit, but by drawing Bills on the Paymaſter General (though contrary to the Regulations of the Board), in order to relieve the preſſing Neceſſities of the Troops when they were on the Point of marching; I muſt requeſt that you will, as ſoon as poſſible, ſend me the Balance (4 Lack) of the Eſtimate I tranſmitted you.

" Futty Ghur,
8th September.
" I am, &c.
" Geo. Day."

To ſhew further the Neceſſities of the Treaſury of the Company at Oude,

Read, from Letter Book E. already delivered in, the following Letter from Mr. Middleton to Sir John Cumming, dated the 6th September 1781.

" To Colonel Sir John Cumming commanding at Futty Ghur.

" Sir,

" I have been honoured with the Receipt of your Letters, under Date the 3d and 4th inſtant, deſiring an immediate Supply of Two Lacks of Rupees—I am extremely ſorry it is not in my Power to comply with your Requeſt in full. The Drafts which have been lately made upon this Treaſury from Cawnpore, and a large Sum I have been under the Neceſſity of ſending to the Honble. the Governor General at Chunar Ghur, renders it impoſſible for me to aſſiſt you with more than One Lack of Rupees for the preſent. The Inſtant I have the Means of affording you a further Supply, I will do myſelf the Honour of addreſſing you.

" I would with Pleaſure have diſpatched the Treaſure without waiting the Arrival of your Eſcort, could I have procured * as ſufficient Guard for its Protection. The Vizier's Body Guard and Seven Companies marched with his Excellency, and I have hardly a ſufficient Number of Sepoys left for the Protection of the Honble. Company's Treaſury.

* Sic in Orig.

" I am,
Sir,
Yours, &c."

" Lucknow,
the 6th Sept. 1781.
(No Signature at the End of the Letter.)

To prove that the Troops at Daranagur, in September 1781, were Three Months in Arrear, and that Mr. Middleton was applied to for Money to diſcharge them,

Read, from Letter Book A. already delivered in, the following Poſtſcript to a Letter from Sir John Cumming to Mr. J. Middleton, dated Cawnpore, 11th September, beginning at Page 174 of the ſame Book.

> " P. S. The Troops at Daranagur being now Three Months in Arrear, I entreat you will immediately order 60,000 Bareley Rupees to be got ready at Barelly, to wait the Arrival of the Eſcort to be diſpatched from Daranagur to that Place for the 500 Stand of Arms, which I expect will be ſent from Lucknow." (*a*)

To ſhew the Situation of the Army at Rohilcund, under Major Briſcoe's Command; that they had contracted Debts to a large Amount, and were in Diſtreſs to diſcharge them, and that in September 1781 their Pay was Three Months in Arrear,

Read, from the ſame Book, the following Letter from Major Briſcoe, dated the 18th September, beginning at Page 177 of the ſame Book.

" To Nathaniel Middleton Eſquire.

" Sir,

" I have this Morning been honoured with your Letter of the 13th inſtant, and immediately detached a Guard to Berelly, with the Order you encloſed to Co-ja-Ain-Ul-Deen, for the Sum of 60,000 Barelly Rupees, on Account of my Detachment.

" Some Days ago I was obliged to write Mr. Day, Paymaſter at Futty Ghur, acquainting him with the diſtreſſed Situation of the Troops under my Command, for Want of their Pay, and requeſted he would take ſome ſpeedy Method of ſending Money to diſcharge the Troops their long Arrears, as they have nothing to ſubſiſt upon, and complain loudly of the Hardſhips they ſuffer from the many Delays in receiving their Pay.

" As I am at a Frontier Station, it is neceſſary the Detachment ſhould be paid up their Arrears, or I am apprehenſive ſome bad Conſequences may enſue from the Troops, as they have contracted large Debts to the Inhabitants of Rohilcund, and have of late been very clamorous about their Pay; nay, it is impoſſible for me to deſcribe to you the numerous Inconveniencies the Troops have undergone many Months paſt, from the Length of Time they have been kept in Arrears, Three, Four, and once near Five Months, they had Pay due* them. At preſent the Detachment are in Arrears Part of June, July, Auguſt, and September. As the Money will not arrive from Barelly before next Month, the Officers did not draw their June Bills, on Purpoſe that the Sepoys might receive all the Money in the Treaſury at this Station, which, as it was run far ſhort of paying them their full for June, the 60,000 Rupees you have ordered, will not pay the Detachment for July, and what is ſtill due* them for June, ſo that they will have very little Relief from it, eſpecially as the Demands upon them are great by the Natives.

* Sic in Orig.

* Sic in Orig.

" The Aumil wrote me lately he had delivered above one Lack of Rupees and Eighteen thouſand into the Hands of the Futty Gur Paymaſter Sirca at Barelly, excluſive of what Money was ſent to Futty Gur and this Place ſome Time ago; ſo that the above Sum muſt not be in Charge of Ramſeneder Sirca at Barelly. I therefore hope and requeſt you will on Receipt of this ſend an Order for One Lack of Rupees at leaſt to be ſent with the Eſcort from Barelly, and that will go nearly to paying the Detachment their Arrears up to September, as by then it arrives the Troops will, in caſe ſuch a Sum is ſent, only have one Month due them. If this is practicable, after what I have repreſented to you, regarding the Troops being put to ſuch Straits and Difficulties on Account of Pay, I make no Doubt you will ſend an immediate Order to Berelly for ſuch an Amount being granted for the Uſe of this Detachment; you will have ſufficient Time to forward the Order before the Guard will be able to leave Berelly. I have frequently written to the commanding Officer at Futty Ghur and Paymaſter on this Subject.

" I am, Sir, &c.

" Rohilcund,
18th Sept.

" H. Briſcoe."

To prove further the Diſtreſſes of the Army,

Read, from the ſame Book, the following Letter from Mr. Day to Mr. Middleton, dated September 19th, beginning at Page 176 of the ſame Book.

" To Nath. Middleton Eſquire.

" Sir,

" I did myſelf the Honour of addreſſing Mr. J. C. Middleton, Aſſiſtant to the Collector, &c. the 8th inſtant (to which I have as yet received no Reply). I then repreſented the different Expe-

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(*a*) Vide Appendix, N° CCCXXXVI.

dients I was neceſſitated to have Recourſe to, in order to raiſe Money for the Relief of the Troops, who were diſtreſſed to the laſt Degree for their Pay, and requeſted that I might as ſoon as poſſible be ſupplied with the Balance due on the Eſtimate tranſmitted to you the 3d inſtant; to which permit me now to add, that the with-holding the neceſſary Supplies for the Payment of the Troops at this critical Juncture, may be attended with the moſt ſerious Conſequences.

" That you may be enabled to judge of the preſent Diſtreſs of the Troops, I take the Liberty of encloſing you an Extract of a Letter, which I have this Moment received from the Commanding Officer at Daranagur; it will give you a clearer Idea of their Situation, than any Thing I can add on the Subject.

" I am, Sir,

" Futty Ghur,
the 19th Sept.

" Geo. Day."

The Counſel for the Defendant informed the Houſe, they ſhould now proceed to the Production of Documents of a Date ſubſequent to the Period at which the Diſtreſſes of the Armies are ſtated (*a*) by the Managers for the Commons to have ceaſed, namely, the 19th September 1781, the Date of the Treaty of Chunar; in order to ſhew that the Neceſſities and Diſtreſſes of the Army continued at the different Stations till long after that Time.

Read, from the ſame Book, the following Extract of a Letter from Mr. Day to Mr. J. C. Middleton, dated the 2d October, beginning at Page 3, of the Second Series of Pages in the ſame Book.

" To Mr. J. C. Middleton.

" In my laſt I took the Liberty to mention that the Troops at Daranagur would ſtill, after they had received the 60,000 Rupees ſent to Major Briſcoe, be Three Months in Arrears; and begged you would enable me to pay them up as ſoon as poſſible. Permit me now to repeat my Requeſt, as you muſt be ſenſible that by ſo long an Arrear they muſt be greatly diſtreſſed.

" I am, Sir,

" Futty Ghur,
October 2d.

" Geo. Day."

Read, from the ſame Book, the following Letter from Colonel Morgan to Mr. Middleton, dated the 15th October, beginning at Page 27 of the Second Part of the ſame Book.

" To Nath. Middleton Eſquire.

" Sir,

" I beg Leave to inform you that the European Troops under my Command are nearly Two Months in Arrears, and the Native Troops nearly Three Months; therefore I have to requeſt of you that you will be pleaſed to let the Paymaſter of my Brigade have Caſh enough for paying the Europeans for October, and the Natives for the * the Month of Auguſt, as ſoon as you can; * Sic in Orig.
and give me Intimation when it will be ready, that I may order an Eſcort to be ſent for conducting it here.

" Camp near Cawnpore,
October 15th.

" I am Sir, &c.
" J. Morgan."

Read, from the ſame Book, the following Letter from Major Nailor to Mr. Middleton, dated October 19th, 1781, beginning at Page 34 of the Second Part of the ſame Book.

" Camp, Goonda, October 19, 1781.

" Dear Sir,

" I did myſelf the Pleaſure to addreſs you the 11th inſtant. My Regiment is, at the End of this Month, Three Months in Arrears, and I ſhall eſteem myſelf obliged, if you will advance me the Month of Auguſt's Pay, either upon the Abſtracts, or upon my Receipt for the Amount, which can be ſent as Caſh to the Paymaſter at Futty Gur. The People keep at a Diſtance, are in a very diſtracted Situation, and call out for the proper People as Fouzdars, to ſettle and adjuſt among them.

" I have the Honour to be,
Dear Sir,
Your moſt obedient humble Servant,
(Signed) " J. Naylor."

(*a*) Vide ſupra, Page 757.

To ſhew that the Troops under Colonel Muir, on the Banks of the Syngar, were in a wretched State in November 1781, for Want of Money and Cloathing, and that their Commander was obliged to draw on Mr. Middleton for Money to ſupply them,

Read, from the ſame Book, the following Letter from Colonel Muir to Mr. Middleton, dated November 19, 1781, beginning at Page 50 of the Second Part of the ſame Book.

“ To Nathaniel Middleton Eſquire, Reſident at the Vizier's Court.

“ Sir,

“ This ſerves to adviſe you, that I ſhall immediately draw on you for a Sum not exceeding One Lack of Sunaut Rupees. A Liſt of the Bills, I ſhall do myſelf the Pleaſure to tranſmit hereafter.

“ The low State of my Military Cheſt, and the heavy Diſtreſs of the Troops, oblige me to draw on you at this ſhort Notice. This Sum will enable me to pay the September Abſtracts, a Circumſtance I am moſt particularly anxious to accompliſh at this Juncture, as the Troops in general are in a very naked State, and the Dearneſs, as well as Scarcity of every Article of ſmall Cloathing in the Country where they have been ſo long ſtationed, was an unſurmountable Bar to their ſupylying themſelves there, and the high Price of every Neceſſary of Life put it totally out of their Power to ſave a Sufficiency to purchaſe, now that they are arrived in a cheap Country; I therefore hope you will not heſitate in honouring my Draft, I being urged to apply to you on ſuch an emergent Occaſion; and as from the Remittances which the Paymaſter will be enabled to grant upon this Credit to the ſeveral Officers in Camp, the Amount of my Bill on you will be paid into his Treaſury immediately.

“ Camp on the Banks
of the Syngar Nullah,
5 Miles N. E. of
Etyah,
19th Nov. 1781.

“ I have the Honour to be,
Sir,
Your moſt obedient humble Servant,
(Signed) “ G. Muir,
Colonel commanding.”

To ſhew that on the 21ſt November 1781, the Troops and Inhabitants of Daranagar laboured under very great Difficulties on Account of the Arrears due to the Troops, which prevented the Diſcharge of their Debts contracted in the Town,

Read, from the ſame Book, the following Letter from Sir John Cumming to Mr. Middleton, dated November 27, 1781, beginning at Page 56 of the 2d Part of the ſame Book.

“ To Nathaniel Middleton Eſquire, Reſident at the Vizier's Court.

“ Sir,

“ I have the Honour to encloſe you, Extract of a Letter, which I this Day received from Major Briſcoe, at Daranagur, repreſenting the great Diſtreſs which the Troops of the Detachment, as well as the poor Inhabitants of the Place, muſt needs ſuffer in conſequence of the late Order for withdrawing * that Station, and on Account of the great Arrears now due to the Troops there—As I can add nothing upon this Subject which will not naturally occur to yourſelf, I have no Doubt but you will adopt the ſpeedieſt and moſt effectual Meaſures to remove the Diſtreſs under which the Troops labour, and to enable them to diſcharge their juſt Debts to the Inhabitants.

* Sic in Orig.

“ I have the Honour to be,
Sir,
Your moſt obedient humble Servant,
(Signed) “ John Cumming, Colonel.” (a)

“ Futty Ghur,
November 27, 1781.

Read, from the ſame Book, the following Letter from Colonel Morgan to Mr. Middleton, dated December 29, 1781, beginning at Page 83 of the 2d Part of the ſame Book.

“ To Nathaniel Middleton Eſquire, Reſident at the Court of his Excellency the Nabob Vizier.

“ Sir,

“ In conſequence of a Letter I received Yeſterday from the Honble. Governor General, I have ordered Colonel Sir John Cumming to proceed to Lucknow, with a Detachment of One Company of European Artillery, Three Regiments of Sepoys, and Six Guns, and I have given him

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(a) Vide Appendix, N° CCCXXXVII.

Inſtructions to act agreeably to the Directions his Excellency the Nabob Vizier ſhall ſend him through you for ſupporting his Authority, and for ſecuring the Peace and Tranquillity of his Country.

" I have alſo ſent Orders to Major Gilpin to obey all ſuch Orders as Colonel Sir John Cumming ſhall give him till further Orders, as his Regiment is to compoſe Part of the Detachment under Colonel Cumming, agreeably to the Honble. Governor General's Inſtructions.

" As on the 1ſt of next Month the Europeans of my Brigade will have Three Months Pay due to them, and the Native Troops Four Months, permit me to requeſt of you to ſend as ſoon as poſſibly you can ſome Money to pay them.

" I have the Honour to be,
Sir,
Your moſt obedient humble Servant,
(Signed) " James Morgan,
" Colonel Commanding in the Field."

" Cawnpore,
December 29, 1781.

To prove that, in January 1782, the Troops under Colonel Muir's Command were Four Months in Arrear, and that their only Reliance for Supply was on the Reſident,

Read, from the ſame Book, the following Letter from Colonel Muir to Mr. Middleton, dated the 13th of January 1781, beginning at Page 89 of the ſame Book.

" To Nathaniel Middleton Eſquire, Reſident at the Vizier's Court.

" Sir,

" I have been favoured by Receipt of your Letter of the 31ſt ultimo, and anxiouſly wait your Information of the Sum due to the Cavalry of my Detachment being ready.

" As the only Expectation of a Supply of Money I now have is from you, the diſtreſſed State of my Detachment I beg leave to lay before you. The Troops are now no leſs than Four Months in Arrears, and the Detachment in * Orders to march into Cawnpore, where upon its Arrival, the ſeveral Corps of which it is compoſed will be ordered to join their reſpective Brigades. The Diſtreſſes thoſe Troops have already experienced, and what further threatens them, unleſs in your Power to afford them Relief, muſt plead my Excuſe in ſoliciting an immediate Supply from your Treaſury, excluſive of the Balance of Soᵗ Rupees 1,08,716 due to the Cavalry; the Sum of Three Lacks would enable me to clear off all the Accounts of my Detachment up to the 30th of November; this Sum, or as much as you can conveniently furniſh, I earneſtly entreat you will oblige me by ſupplying me with as ſoon as poſſible.

" I expect to march the Detachment into the Station of Cawnpore by the 22d inſtant, by which Time the Receipt of the Money ſolicited for will afford me particular Satisfaction; and flatter myſelf if you can ſpare it from your Treaſury, although the Troops under my Command may not be at his Excellency's Charge, yet the particular Debit of the † Iſſue will be no Obſtacle to your Compliance.

" I have the Honour to be,
Sir,
Your moſt obedient Servant,
(Signed) " G. Muir,
Colonel commanding."

" Camp near Ackberpore,
13th January 1782.

To prove that, on the 16th January 1782, the Troops under Colonel Morgan, both Officers and Men, were exceedingly diſtreſſed for Want of Money, and that the Native Troops were then near Five, and the Europeans near Four Months in Arrear,

Read, from the ſame Book, the following Letter from Colonel Morgan to Mr. Middleton, dated Jan. 16, 1782, beginning at Page 90 of the ſame Book.

" To Nathaniel Middleton Eſquire, Reſident at his Excellency the Vizier's Court.

" Sir,

" I am concerned to be under the Neceſſity of repreſenting to you that the Officers and Men under my Command are now exceedingly diſtreſſed, and ſuffer numberleſs Inconveniences for Want of Money; I have therefore to requeſt of you to ſend ſome for them without Delay, for moſt of the native Troops are near Five Months in Arrears, and the Europeans near Four.

" I muſt entreat you to diſpatch ſome Money, as the Troops cannot move from this Station without receiving ſome of their Arrears; and I have to put in immediate Execution the Honble. Governor

* Sic in Orig.

† Sic in Orig.

Governor General's Orders for the Arrangement of the Troops, ſhould you not have any Occaſion for that Detachment ordered to proceed to Lucknow, under the Command of Colonel Sir John Cumming.

"I have the Honor to be,
Sir,
Your moſt obedient humble Servant,
(Signed) "James Morgan,
Colonel Commanding in the Field."

"Cawnpore,
16th Jan. 1782.

The Witneſs was directed to withdraw.

Then the Houſe adjourned to the Chamber of Parliament.

Die Sabbati, 20° *Aprilis* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Counſel for the Defendant they might proceed with his Defence.

The Counſel for the Defendant informed the Houſe, they ſhould next produce Evidence to ſhew that the Victory obtained by Sir Eyre Coote in the Carnatic, on the 27th of September 1781, (which had been proved by the Managers for the Commons, in their Evidence on this Article, by a Letter from Mr. Middleton to the Defendant, dated October 28th 1781) did not in any Degree relieve the Diſtreſſes of the Army in that Country, ariſing from the Want of Proviſions; for this Purpoſe they deſired Mr. Hudſon might be called in.

Mr. ROBERT HUDSON was accordingly again called in, and produced a Book indorſed, " Fort St. George, Select Committee, from the 24th April to the 17th October 1781. Received, per Swallow, 10th June 1782." The ſame being delivered in,

Read, the following Extract of Select Committee Proceedings of the 1ſt October 1781, beginning at Page 2465 of the ſame Book.

" Fort St. George, 1ſt October 1781.

(No Preſents mentioned.)

" To the Right Honble. Lord Macartney, &c.
" Select Committee.

" My Lord and Gentlemen,

From General Coote. Gains a Third and complete Victory over Hyder's Army.

" I have the Pleaſure to inform you, that this Afternoon I have gained a Third and complete Victory over the Whole of Hyder's Army, which had collected in greater Force than I had yet ſeen them, and taken up very ſtrong Ground, from which, however, we beat them, with much Havock on their Side, and but little Loſs on ours. We have only One Subaltern killed, and by what I can gather from the Reports yet made me, not another Officer of any Denomination even wounded. I conclude from what I ſaw, and was reported to me, that Hyder's Army could not have conſiſted of leſs than 150,000 Men. We are now pitching our Tents on the Field of Battle; viz. on the Ground which he had occupied. I find he has not been able to carry off all his Guns. I would give all the Credit of this Victory for Five Days Rice. The Behaviour of the Officers and Men has been ſuch as deſerves the higheſt Commendation. When I have more Leiſure, you ſhall be informed of Particulars.

" I am,
My Lord and Gentlemen,
Your moſt obedient Servant,
" Eyre Coote."

" Field of Battle, near Shulinger,
27th September 1781.

The Counſel for the Defendant informed the Houſe, they ſhould next produce Documents reſpecting the Recal of the Reſident at Oude, in order to complete the Evidence given by the Managers under that Head.

Read, from Book 79, already delivered in, the following Extract of a Conſultation of the 2d October 1780, beginning at Page 62 of the ſame Book.

" Fort William, 2d October 1780.

Public Dept. Monday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }
Lieutenant General Sir Eyre Coote K. B.

" The Governor General.

§ (" Before the Board enter into the Conſideration of this extraordinary Motion, I muſt beg " Leave to offer ſome Obſervations upon it. Were the moſt inveterate and determined Adver-

“ ſary of the Britiſh Nation to poſſeſs, by whatever Means, a Share in the Adminiſtration, he
“ could not deviſe a Meaſure in itſelf ſo pernicious, or time it ſo effectually for the Ruin of the
“ Britiſh Intereſts in India, as that now introduced to the Board. Mr. Francis alone is conſci-
“ ous of his own Motives and Intentions; I can ſpeak only to their Tendency. We are at this
“ Inſtant involved in a new War with perhaps the moſt powerful of all the States in India, which
“ has opened with a Calamity ſo dreadful, as to require the moſt immediate and vigorous Exer-
“ tions of this Government to prevent what muſt otherwiſe be the Conſequence, the total and
“ ſpeedy Loſs of the Carnatic, and of all the Britiſh Eſtabliſhments and Poſſeſſions in that Part of
“ India. To ward off this impending Danger we have, beſides immediate Preparations of War,
“ reſolved to offer a Peace on their own Terms to the Marattas, with whom we have been, dur-
“ ing the paſt Two Years, engaged in a hazardous, though hitherto ſucceſsful War. At ſuch a
“ Time to proclaim an entire Subverſion of the Influence of this Government (for ſuch muſt be
“ the Effect, whether it be or be not the Intention of the preſent Queſtion), will be to defeat
“ every End of the Meaſures on which we have lately reſolved, to give Encouragement to our
“ Enemies by the Proſpect of an inverted, fluctuating, or divided Government, and diſcourage
“ thoſe to whom the Advances of this Government are made, when they ſee the Perſon in
“ whoſe Name they are offered, and to whom alone they look as the Repreſentative Inſtrument
“ of the Britiſh Nation in India, treated at the ſame Inſtant with Contempt, and diſarmed of
“ the Power of fulfilling the Engagements, and maintaining the Faith of the Treaties offered by
“ him for their Acceptance.)”§ ☞ (*a*) [I will aſk, who is Mr. Briſtow, that a Member of
the Adminiſtration ſhould, at ſuch a Time, hold him forth as an Inſtrument for the Degradation
of the firſt executive Member of this Government. What are the profeſſed Objects of his Ap-
pointment? What are the Merits and Services, or what the Qualifications, which entitle him to
ſuch an uncommon Diſtinction? Is it for his ſuperior Integrity, or from his eminent Abilities,
that he is to be dignified at ſuch Hazards of every Conſideration that ought to influence the
Members of this Adminiſtration? Of the former I know no Proofs.—I am ſure it is not an
Evidence of it, that he has been enabled to make himſelf the Principal in ſuch a Competition; and
for the Teſt of his Abilities, I appeal to the Letter which he has dared to write to this Board, and
which I am aſhamed to ſay, we have ſuffered. I deſire that a Copy of it may be inſerted in this Day's
Proceedings, that it may ſtand before the Eyes of every Member of the Board, when he ſhall give
his Vote upon a Queſtion for giving their Confidence to a Man, their Servant, who has publicly in-
ſulted them, his Maſters, and the Members of the Government to whom he owes his Obedience;
who, aſſuming an Aſſociation with the Court of Directors, and erecting himſelf into a Tribunal, has
arraigned them for Diſobedience of Orders, paſſed Judgment upon them, and condemned or ac-
quitted them as their Magiſtrate and Superior. Let the Board conſider, whether a Man poſſeſſed of
ſo independent a Spirit, who has already ſhewn ſuch a Contempt of their Authority, who has ſhewn
himſelf ſo wretched an Advocate for his own Cauſe, and Negociator for his own Intereſt, is fit
to be truſted with the Guardianſhip of their Honour, the Execution of their Meaſures, and as their
confidential Manager and Negociator with the Princes of India.]☞ §(“ As the Motion has
“ been unaccompanied by any Reaſons which ſhould induce the Board to paſs their Acquieſcence
“ in it, I preſume that the Motion which preceded it for reading the Orders of the Court of
“ Directors, was intended to ſerve as an Argument for it, as well as an Introduction to it. The
“ laſt of thoſe Orders was dictated the 23d December 1778, almoſt Two Years paſt; they
“ were dictated at a Time when, I am ſorry to ſay, the Court of Directors were in the Habit of
“ caſting Reproach upon my Conduct, and heaping Indignities on my Station; at a Time when
“ their Affairs in every Part of India wore the Aſpect of Proſperity; at a Time too when the
“ Renewal of the Company's Charter was in Contemplation, and a new Settlement of Govern-
“ ment was required for the Adminiſtration of theſe Provinces. It was certainly their Intention
“ or Expectation that I ſhould be immediately removed from this Government, and ſome other
“ Perſon ſubſtituted in my Place. To what Cauſes the Suſpenſion of this Deſign is to be
“ aſcribed I ſhall not enquire; but ſince they themſelves have thought it proper to continue me
“ in the chief Adminiſtration of their Affairs, I ſhall not offer ſo groſs an Inſult to their Under-
“ ſtandings, or Impeachment of their Integrity, as to ſuppoſe that they could ever think it
“ conſiſtent with the Intereſts and Security of their Conſtituents to deprive me of thoſe Au-
“ thorities and Sources of Influence, which can alone enable me to fulfil the Duties they have
“ aſſigned me, and on the Foundation of which ſo heavy a Reſponſibility reſts on me par-
“ ticularly. The relative Situation of the Governor General, and of the other Members of the
“ Council, has not indeed been defined by the Act of Parliament, which has conſtituted their
“ collective Authority; but in all Inſtances in which that Act has been ſilent, the Powers
“ and Practice of the former Government were declared by the Act itſelf to ſubſiſt unchanged.
“ By the ancient and immemorial Conſtitution of the Company, the executive Authority of
“ every Preſidency was committed to the firſt Member of it. He was declared the imme-
“ diate and ſole Agent in all Negociations and Tranſactions with the Country Powers, and
“ his Name alone was announced to them as the Repreſentative of the Government; as the

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(*a*) Vide ſupra, Page 508.

“ Government: Let it then be conſidered, how far the Principles and obvious Deſign of this Prerogative are generally connected with the Queſtion now before the Board, independently of the peculiar Circumſtances which attended it.”)§ (*a*) ☞[The Removal of Mr. Middleton, my Agent at the Court of the Nabob of Oude, was the firſt Act of a Majority of this Adminiſtration in the Year 1774, to proclaim the Annihilation of my Authority; and the Effect moſt completely anſwered that Intention, for from that Moment I was conſidered, both at the Court of Oude, and in every other Court, which had any Connection with this Government, in no other Light than as the conſtrained Inſtrument of exerciſing an Authority which had been eſtabliſhed on the Ruins of my own. Such muſt be the evident Effect of the preſent Queſtion if it ſhall be carried againſt me.]☜ §(“ I will not carry this Argument to the further Lengths or Concluſions to which it would warrantably lead me; but I do not * ſolemnly adjure the other Members of the Board, that, unleſs they think me totally unqualified to execute the Functions of my Station, they will not give their Sanction to a Meaſure which muſt reduce me to the State of a nominal Member of it, which ſhall take the Reins of Adminiſtration from my Hands, to place them in thoſe of Mr. Francis, and which, by ſubverting the natural Order of the Conſtitution, muſt deprive it of its Vigour by whomſoever it may be occaſionally held. While they pay that Obedience and Reſpect which I am as ready as they are to yield to the Orders of the Court of Directors, let them compare the Situation of Things as they ſtood at the Time when theſe Orders were iſſued, with the preſent, and let them imagine what Orders the Court of Directors would, at ſuch a Period as this, paſs on ſuch a Queſtion. If they think, but it is impoſſible to ſuppoſe it, that a Body of Men, ſo reſpectable in their Characters and in their Rank of Life, would, at a Time like this, conſent to degrade and diſarm the firſt Inſtrument of their Authority, let them give their Votes for the Queſtion; if not, let them act by their ſtrongeſt Conviction of what would be the orders of the Company in the preſent Caſe, not what it is, applied to One which it was impoſſible for the Company to have foreſeen; I again call upon them moſt ſolemnly to ſupport my Authority, and at the ſame Time their own Rights and their Reputation, which are connected with it, both in its immediate Effect, and its remoter but inevitable Conſequences.)” (*b*) §

* Sic in Orig.

(No Signature at the End of the Conſultation.)

Read, a further Extract from the ſame Book, and ſame Conſultation, as follows:

“ Sir Eyre Coote.—At a Time when I am ſo engaged in the public Concern, I little expected that any Queſtion of a private Nature would be agitated at this Board, that could poſſibly interrupt the Harmony of it, and that at a Time when that Harmony is ſo neceſſary for carrying on of the public Service. The Queſtion to me is of ſo much Magnitude, that I muſt beg Leave to defer giving my Opinion on it till To-morrow.” (*c*)

Read, from the ſame Book, the following Extract of a Conſultation of the 3d October 1780, beginning at Page 86 of the ſame.

“ Fort William, 3d October 1780.

Public Dept. Tueſday.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }
Lieutenant General Sir Eyre Coote K. B.

Sir Eyre Coote.

“ Sir Eyre Coote delivers in the following Minute.

“ After having created the Board the Trouble of a Second Meeting on the Queſtion which formed the Subject of Yeſterday's Debate, and for which I truſt its Importance, my own Situation at this Juncture, and my being without any previous Knowledge until I arrived in Town in the Morning, that ſuch a Buſineſs was likely to come before us, will plead Excuſe. It is not my Intention to encroach further on their Time by tedious Argument or Diſcuſſion.

“ Whilſt I am bound in Honour, by my Opinion recorded on the Proceedings of this Board on a former Occaſion, to ſupport all Orders received from the Court of Directors, ſubſequent to my Arrival in this Country, I nevertheleſs hold it a Duty equally incumbent upon me as a Member of this Adminiſtration, appointed under the Authority of an Act of Parliament, and to which Tribunal of the Britiſh Conſtitution we are ultimately reſponſible for the due Execution of the important Truſt committed to our Charge, the Care of the Intereſts of the Engliſh Nation in India, to judge how far, in following ſuch Orders, I am likely to injure that firſt Object of our Attention.

“ The late Requiſition made of me by this Board, to take upon me the Command of the Army at Madras, and the Grounds upon which that Requiſition was made, render it altogether

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(*a*) Vide ſupra, Page 509.

(*b*) Vide Appendix, Nº XXXIII.

(*c*) Vide Appendix, ibid.

unneceſſary for me to bring forward, on this Occaſion, Arguments in Proof of the very critical State of the Intereſts of the Company and the Engliſh Nation in India. Our unanimous Agreement on the Meaſure, and our ſubſequent Reſolutions to carry it into force, evince its Expediency; and which I flattered myſelf had been the Reſult of a diſintereſted Conviction in the Mind of every Member of this Board, and of a Determination to allow no Objects to interpoſe which could have a Tendency to obſtruct the ſucceſsful Execution thereof. That the Reſtoration of Mr. Briſtow, at this Time, to the Charge of the Reſidency at Lucknow, will produce Effects highly prejudicial thereto, I have not a Doubt of; as it will generate in the Minds of every Power of Hindoſtan, that the Governor General is carrying on Treaties with them which he has not the Power to ratify, and will produce on their Part Conſequences deſtructive to all Negociation, Indeciſion and Procraſtination. The Neceſſity of avoiding every Step that can give riſe to ſuch Impediments, at the very Time the Governor General is negociating, under the Sanction of this Board, Terms of Peace with the Marhattas, I am perſuaded is too obvious to every Member of it to require Elucidation, and that they ſee it as a Conduct highly inſeparable from the real Purpoſe of their Reſolves, to give him every poſſible Support, both in Word and Action, for the Accompliſhment of a Buſineſs in which the Intereſts of the Public are ſo eſſentially concerned.

" In ſhort, although my former Declarations, added to the Rule I had laid down for my Conduct in all Caſes where I could have the Orders of the Court of Directors for my Guide, obliges me to give my Voice in Favour of Mr. Francis's Motion; I nevertheleſs ſee, and am ſo thoroughly convinced of the great Neceſſity there is in the preſent critical Conjuncture of our Affairs in India, of ſupporting the Governor General as the firſt Inſtrument of our Adminiſtration, that I here declare, I will moſt heartily join with him in any Meaſure he can deviſe, whereby the ill Effects of the Change at Lucknow may be obviated, and the World in general be convinced, that he is ſtill in Poſſeſſion of that Authority in the Adminiſtration of the Public Buſineſs, ſo abſolutely requiſite for the Support of our Government.

* Sic in Orig.

* Sic in Orig.

" In urging theſe Sentiments, I am naturally led to reflect on what may be my own Situation in the Execution of that Duty which I am on the Eve of undertaking, the Operations of which may be materially injured by any Meaſure which * in the leaſt impede the Negociations ſet on foot by the Marattas. I therefore, as a Duty I owe myſelf and the public Welfare, call upon every Member of this Board to give me ſuch Teſtimony of their Determination to ſupport me in the Proſecution of a Service ſo important in itſelf, and in its Conſequences, as that, when once entered on *, I may not be expoſed to the Apprehenſion of Failure, from a Doubt of not receiving that ample Aſſiſtance from them which the Nature of the Undertaking renders ſo indiſpenſably neceſſary, and which they alone can afford.

(Signed) " Eyre Coote." (a)

(No Signature at the End of the Conſultation.)

The Counſel for the Defendant ſtated, that they ſhould next read ſome Letters from the Vizier on the Subject of the Recal of the Reſident; which Letters were in a Conſultation of the 21ſt May 1781, a Part of which only, relating to this Subject, had been read by the Managers for the Commons.

Read, from Book 35, already delivered in, the following Extract of a Conſultation of the 21ſt May 1781, beginning at Page 1306 of the ſame Book.

" Fort William, 21ſt May 1781.

Secret Dept.
Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
and
Edward Wheler Eſquire.
Lieutenant General Sir Eyre Coote K. B. abſent on Command, at the Preſidency of Fort St. George.

" From the Nabob Vizier to the Governor General. Received the 20th May.

" I have frequently written to you, that I cannot ſubmit to the Authority of Two Gentlemen, and deſiring that you would recal Mr. John Briſtow, and engage by Writing to continue Mr. Middleton for ever with me; becauſe, from the Beginning to this Time, I have never deviated from the Friendſhip of the Company and you. I have been for a long Time hopeful that from the encreaſed Friendſhip, I ſhall be in Peace, and relieved from all Difficulties, and particularly at this Time, when, agreeable to my Wiſhes, you have, by the Bleſſing of God, the Power you have frequently promiſed, in Anſwer to my Requeſt, that you would ſend for me, but as yet you have never done it. The Particulars of Mr. Briſtow are as follow: He openly and publicly declares, that * that he is in Expectation of Orders from Europe, giving him entire Authority over the Affairs of this Quarter, and that he has ſuch Connection and Intereſt with the Gentlemen in Europe, that Orders for his Authority will moſt certainly be ſent, and that he will not give up the Point for Ten, Fifteen, or Twenty Years; that he now remains ſilent, but will at laſt receive full Powers, and will then call me to an Account for my Behaviour to him. Theſe Expreſſion † there can be no Doubt of as they are publicly ſpoken: As ſuch Declarations and Threats made uſe of by him, are an Inſult to you, and an Injury to the Adminiſtration of Affairs here, I am therefore certain you will not conſent to my ſuffering ſuch Diſtreſſes. For God's Sake do not be unfavourable in this Matter, but recal Mr. John Briſtow from hence, and grant * a me a written Agreement, ſpecifying that Mr. Middleton ſhall be continued for ever with me; and to prevent his applying to Europe, ſend me, if you think proper, the Drafts of Letters which I may write to the King, the Vizier, and the Chiefs of the Company, and do you alſo write from your Favor and Kindneſs. Let this be done without Delay.

(a) Vide Appendix, Nº XXXIV.

* Sic in Orig.

† Sic in Orig.

* Sic in Orig.

" A true Tranſlation.

(Signed) " Edward Colebrooke,
Perſian Tranſlator."

" To the Nabob Vizier. Written 21ſt May.

" I have received your Two Letters, the One adviſing me to quit Calcutta during the preſent unhealthy Air of it, which has cauſed the Death of ſeveral Perſons; and the other acquainting me that you cannot ſubmit to the Orders of Two Gentlemen, and deſiring that I will recal Mr. Briſtow, who publickly declares that he is in Expectation of Orders from Europe, giving him the ſole Authority in his Country, &c. &c. with many other Particular * which I fully underſtand, and which gave me great Pleaſure.

* Sic in Orig.

" In obedience to Orders from the Court of Directors, as at that Time there was a different Object and Syſtem, Mr. Briſtow was ſent to your Province, and his continuing with you was thought the ſame Thing as if I was there; and although you frequently wrote to me deſiring his Removal, and I knew it could eaſily be done, yet I would not do it. At this Time however that you have written to Rajah Govind Ram that any Delay in his Recal will be attended with Diſgrace, and as you have written to me likewiſe fully in the ſame Words, I therefore, to ſhew nothing is further from my Wiſh than your Diſhonour, immediately on the Receipt of your Letter, ſent to Mr. Briſtow to return to Calcutta.

" It is nearly Three Years ſince Rajah Govind Ram, who is a faithful Servant of your Government, has been deſirous of effecting an Interview between your Highneſs and myſelf; and you yourſelf have repeatedly written to me, that if I have no Leiſure you will come to this Quarter; and this you likewiſe mention, in your Hand-writing, in a Letter from the Nabob Monier Uddowlah, which was delivered to me by Mr. Vanſittart. As I conſider that this would be putting your Highneſs to great Inconvenience, and as I myſelf had no Leiſure from the Weight of public Affairs, I promiſed you that, as ſoon as I could find the ſmalleſt Opportunity, I would have the Honour of an Interview with your Highneſs. At this Time that you mention in your Letter to the Rajah, that you will come to Calcutta, in Perſon, without the Knowledge or Permiſſion of any One; in order to prevent you from taking that Trouble, I have reſolved now, that I have a little Leiſure, to go to your Quarter; but as it will require One Month for Preparations, I ſhall be detained for a little Time; after which, by the Bleſſing of God, I ſhall leave this Place, and arriving with you ſhall, by the Bleſſing of God, have an Interview with your Highneſs, which is the greateſt Wiſh of my Heart. But I requeſt that you will never take the Trouble of coming.

I have already, agreeable to your Firſt Directions, diſmiſſed Bahar Ally Khan, the Particulars of which you will learn from Rajah Govind Ram.

" A true Copy.

(Signed) " Edward Colebroke."

" Copy of a Letter from the Nabob Vizier to Rajah Govind Ram.

" I have frequently written to the Nabob Amaududdowlah about the Recal of Mr. John Briſtow, and the Nabob promiſed he would ſoon do it, but to this Time he has not had an Opportunity of doing it: In the mean while Mr. Briſtow reſides here, and has come twice to pay a Viſit, but I have not yet returned it, nor will I return it. He is now expecting Orders from Europe, which he ſays, will give him ſole and entire Authority. Repreſent this to the Nabob in private. By the Bleſſing of God you are wiſe and acquainted with all Matters. This long Delay after Mr. Briſtow has been told that he will be recalled to Calcutta, is a Diſgrace to both Sides. I imagine the Nabob is acting prudently, ſo as to prevent Mr. Briſtow's Attempts from reaching Europe, otherwiſe how could the Orders from Calcutta have been ſo delayed; by the Bleſſing of God, at this Time the Nabob, conformable to the Wiſhes of his Friends, has got the Power, it is therefore neceſſary for him to attend to the Concerns of his Friends, and to recal Mr. Briſtow from hence, and grant a Sunnud in the Nature of an Engagement for Mr. Middleton to remain here for ever. If it is proper I will write to the King, the Vizier, and the Chief of the Company, in ſuch Manner as he ſhall direct, and in the Words which he ſhall order, that Mr. Briſtow's Views may be thwarted there. A long Time has paſſed in anxious Expectation, let him now be favourable to me, and recal Mr. Briſtow without Delay; ſhould any further Delay happen in this Matter, or no Anſwer be returned to my Letters, being remedileſs, I will, without the Permiſſion or Knowledge of the Nabob, leave this Place, and go to the Nabob's Preſence. Why is Bahar Ally Khan ſtill in that Quarter? Do you mention it to the Nabob, and procure his Diſmiſſion from thence, that he may come to Fizeabad, and let the Nabob write to my Mother, that when he comes in Perſon to this Quarter, he will do whatever the Nature of Affairs ſhall require. (*a*)

“ A true Tranſlation.
(Signed) “ Edward Colebroke,
Perſian Tranſlator.
(Signed at the End of the Conſultation)
“ Edward Wheler.”

The Counſel for the Defendant ſtated, they ſhould next read a Part of a Letter from the Defendant to the Board, in Addition to the Extract from the ſame Letter, which had been read (*b*) by the Managers for the Commons, and alſo the Reſolution of the Board upon the ſame.

Read, from Book 62, already delivered in, the following Extract of a Conſultation of the 23d September 1782, beginning at Page 58 of the ſame Book.

“ Fort William, 23d September 1782.

Pub. Dept.
Monday.

“ At a Council; Present,
Edward Wheler,
and } Eſquires,
John Macpherſon,
The Governor General indiſpoſed.
Lieutenant General Sir Eyre Coote, abſent on Command at Fort St. George.

§ (“ Received the following Letter from the Governor General.

Gov. Gen.
22d Sept.
1782.

“ Gentlemen,

“ A few Days before my preſent Indiſpoſition commenced, I informed you that I was ſorry to “ find that the Reſident at the Vizier's Court had evidently failed in his Duty to this Govern- “ ment, in not having carried into Execution the Conditions and Spirit of the late Treaty with “ the Vizier. I had further the Mortification to be obliged to inform you, that neither the Re- “ ſident, nor his Deputy in his Abſence, had communicated to me the Confuſions which had “ ariſen in the Vizier's Dominions, from a Neglect or Violation of the Treaty. The Letters “ which I wrote, in conſequence of ſuch Miſmanagement, to the Reſident and the acting Miniſter “ of the Vizier, were laid before you and approved.)” §

☞ (*c*) [Upon the ſame Occaſion I obſerved to you, that the Obſtacle which oppoſed itſelf to the Nomination of Mr. Briſtow to the Reſidentſhip at Oude no longer exiſted: It was removed by my having vindicated what muſt ever be eſteemed one of the neceſſary Privileges of this Government. I had the Pleaſure of finding, upon the moſt impartial Inquiry, that the Conduct of Mr. Briſtow, during his former Reſidence at the Court of the Vizier, had been proper and attentive. I accordingly wiſhed to recommend him to ſucceed the preſent Reſident, provided the Vizier had no reaſonable Objections to his Appointment.] ☜

§ (“ I have now great Satisfaction in informing you, that my Letter to the acting Miniſter of the “ Vizier has had the happieſt Effect in realizing the heavy Balances due to the Company from “ Oude; and it is ſaid that the preſent Reſident and his Deputy are brought to a proper Senſe of “ their Duty to the Company.

“ But as in every Act of my Adminiſtration of the Affairs of the Company, I never had an “ Object in view but their permanent Intereſt, as far as my Judgment could direct me, and as “ Prejudices in favour of thoſe in whom I have confided, or againſt thoſe who oppoſed me, “ vaniſh in my Mind, when the Good of the Service requires it, I now wiſh you to recal Mr. “ Middleton from the Court of the Vizier, and to appoint Mr. Briſtow in his Room.

“ My weak State of Health obliges me to dictate this Letter from my Bed; yet I cannot but “ add, that your Inſtructions to Mr. Briſtow ſhould be ſtrong and poſitive upon theſe Points— “ Firſt, That he ſhould always ſhew every poſſible Reſpect to the Vizier and his Family.— “ Secondly, That he ſhould take the moſt effectual Steps for ſecuring all that may remain unpaid “ of the Company's Balances.—Thirdly, That the Security and internal Peace of the Vizier's “ Dominions, and the Happineſs of the People, ſhould be continually in his View; and that he “ ſhould communicate fully and freely with this Government upon thoſe Subjects.

(*a*) Vide Appendix, N° CCCXXXVIII.
(*b*) Vide ſupra, Page 511.
(*c*) Vide ſupra, Page 511.
(*b*) Vide Appendix, N° XXXVI.

"The State of my Health requires my proceeding further up the River; and I ſhall commu-
"nicate to Mr. Briſtow, with your Approbation, any more particular Inſtructions that may occur
"to me, and that I may be able to ſend them.

"I am, with Eſteem and Regard,
"Upon the Ganges, "Gentlemen,
"near Soohſagar, "Yours, &c.
"22d September 1782. (Signed) "Warren Haſtings."

"The Board, in Conformity to the Governor General's Recommendation, and ſenſible of the "Propriety of the Meaſure,

"Reſolve to call Mr. Middleton immediately from the Vizier's Court.

"The Board further reſolve, That Mr. Briſtow be appointed to ſucceed Mr. Middleton, and "ordered to proceed with the utmoſt Diſpatch to Lucknow, to take Charge of that Office.") (*a*) §

(Signed at the End of the Conſultation)
"John Macpherſon."

The Counſel for the Defendant ſtated, That the next Subject upon which they ſhould offer Evidence, was the Meaſure of reſuming the Jaghires; and firſt they ſhould produce a Letter upon the Subject of the Jaghires, from the Nabob to the Reſident, to prove the Miſchiefs they occaſioned, and his Deſire to reſume them; which Letter they propoſed reading, with the Conſent of the Managers, from the Appendix to the printed Minutes, the Book in which it was entered not being at preſent in Court.

Read, the following Extract from Nº XXXVIII. of the Appendix to the printed Minutes, beginning at Page 86 of the ſame.

"From the Nabob Vizier to the Reſident.

"I have received your Letter, covering Copies of Letters from my Mother to yourſelf—recapitulated* the Contents.—She ſays her Jagheers were not granted by me. At the Time of the late Nabob's Death, theſe Mahls were under the Charge of Jowaur Ally Khan, on the Footing of other Aumils, inſomuch that the Accounts, &c. were lodged in the Dewan's Office; theſe Accounts, as they were delivered into the Dewan's Office to the Date of the Nabob's Death, are forthcoming. After his Death, I, as a dutiful Son, made over theſe Mahls to her in Jagheer, that it could not be ſaid I left my Mother unprovided. The Buſineſs and Mahls of the Khalſa ſuffer conſiderably, and are much prejudſced by the Authority and Conduct of the Aumils of theſe Jagheers, Mahls, as alſo from the Inſolence of the Houſhold Khajahs; witneſs the Conduct of Bhar Ally Khan's Naibat Tondah. My Life, Eſtate, and Dominions originate from the Friendſhip of the Engliſh Government. Yet what Knavery have not theſe Houſehold Khajahs been guilty of. As therefore it is not prudent that theſe Mahls ſhould be continued in the Charge of my Mother, or Houſehold Khajahs, I have appointed my own Aumils—receive the Amount ariſing from theſe Mahls, and pay it to my Mother, after deducting the Charges of Collections, &c. abſolute Charges. I am ready to acquieſce in any Thing for my Mother. As for the other Parts of her Letters, I truſt in God they are dictated by the Houſehold Khajahs; and that I have not cauſed Shame to myſelf from my Conduct to God or my Mother. After the Death of my Father, whatever was due from him to the Company, alſo to the Troops, I took upon myſelf; but whatever Effects there were remained with my Mother. Some Time ſince ſhe gave ſome Part to me, but it went no Way in the Diſcharge of the Claims of the Company or Troops. For theſe many Years I have endured much Inconvenience and Trouble for the Diſcharge of theſe; yet Half is not made good, and I am in daily Anxiety on this Account, from a Deſire to diſcharge all juſt Dues to the Company. It is my Intention to proceed to Fyzabad in Ten Days, the Mohrum being over, when I mean to requeſt of my Mother the Whole of my Father's Eſtate, to enable me to pay off all Debts to the Company. Agreeable to the Laws of God, all my Father's Effects are my Right, that I may make good all Claims on him. If my Mother, from Affection, conſents, I ſhall be happy; if not, in whatever Manner ſhe may render it, I ſhall pay it towards the Adjuſtment of the Balance due to the Company. With reſpect to the Houſehold Khajahs, I ſhall confine and puniſh them, for the Knavery and Means they have uſed towards effecting a Breach between my Mother and myſelf. You will in Friendſhip cauſe this Letter to be tranſlated into Engliſh, and ſend it immediately to the Governor, deſiring him not to liſten to any one, or what my Mother may write, neither adopt her Opinion, but direct me to receive Money from her, towards the Payment of the Company's Demands. I am ready to defray and allow her for her Expences—with reſpect to the Amount Collections of her Jagheers, after deducting all neceſſary Charges of Collection; you may receive and tranſmit it to her." (*b*)

* Sic in Orig.

(*a*) Vide Appendix, Nº XXXVI.

(*b*) Vide Appendix, Nº XXXVIII.

To ſhew that the Miſchiefs ariſing from the Jaghires, and particularly thoſe in Poſſeſſion of the Begums, had been complained of ſo early as the Year 1776, and that in conſequence thereof, the very ſame Meaſure which the Defendant is now charged with carrying into Execution in 1781, was propoſed through Mr. Briſtow at that Time,

Read, from Book 101, already delivered in, the following Extract of a Conſultation of the 25th January 1776, beginning at Page 76 of the ſame Book.

" Fort William, the 25th January 1776.

Secret Dept.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honble. George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" Copy of Mr. Briſtow's Anſwer to the Begum:

" With reſpect to your Highneſs's Jaghires, the Nabob agrees to one Method, which is, that you give them up entirely, and inſtead thereof, receive a Monthly Stipend, through the Channel of any Perſon you chuſe to fix on; for the Nabob obſerved to me, that Two Rulers were too much for one Country. By this Propoſal, the Nabob is deſirous of promoting your Highneſs's Quiet, Tranquillity, and Satisfaction. The Nabob ſays, that in this Caſe, you will have no Vexation, and will conſtantly receive your Stipend without Trouble." (*a*)

(No Signature at the End of the Conſultation.)

To ſhew that the Nabob was in the Habit of exerciſing the Power of reſuming Jaghires in his Kingdom,

Read, from Book 592, already delivered in, the following Extract of a Conſultation of the 22d December 1777, beginning at Page 180 of the ſame Book.

" Fort William, the 22d December 1777.

Secret Dept.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, and Preſident;
Richard Barwell, }
Philip Francis, } Eſquires.
Edward Wheler, }

" Read the following Letter from the Reſident at the Vizier's Court.

" Honble. Sir and Sirs,

" The original Amount Tuncaws, as ſpecified in the firſt Column of the Wauſil Baukkee, falls ſhort of that mentioned in the Liſt of Aſſignments formerly tranſmitted to you, by 4,500 Rupees, a Difference that ariſes on the Jaghyrs of Agd Murza Murzy Ramzanny, and Sheuk Moradoold Cawn, and which is owing to thoſe Jaghyrdars, having made Collections from their Jaghyrs before they were reſumed, and aſſigned over to me.

(Signed at the End of the Letter)

" Nath. Middleton.

" Lucknow,
2d December 1777.

(And at the End of the Conſultation)

" Warren Haſtings,
Richard Barwell,
P. Francis,
Edw. Wheler."

The Counſel for the Defendant ſtated, that they ſhould next proceed to ſhew that by the eſtabliſhed Uſage and Conſtitution of the Mogul Empire, and by the Laws of the Country, a Jaghire is in its Nature reſumable; for which Purpoſe they ſhould read an Extract of a Minute of Mr. Shore's on the Rights and Privileges of Jagheerdars, from a Conſultation of the 2d April 1788.

The Managers for the Commons objected to the ſame.

(*a*) Vide Appendix, N° XI.

The Counſel for the Defendant were heard in Anſwer to the Objection, and ſtated the Minute in Queſtion to have been made by Mr. Shore in Conſequence of Directions from the Court of Directors to inquire into the Subject.

The Managers for the Commons being heard in Reply,

The Houſe informed the Managers for the Commons, that the Minute offered to be read being an official Report, made by a Member of the Council on an Inquiry directed by the Court of Directors, it was competent to the Counſel for the Defendant to read the ſame in Evidence.

Then the Witneſs produced a Book indorſed, "No. 179, Bengal Revenue Council, 2d to 7th April 1788, R. per William Pitt, 26th March, 1789;" and the ſame being delivered in,

Read, the following Extract of a Conſultation of the 2d April 1788, beginning at Page 148 of the ſame Book.

"Fort William, the 2d April 1788.

Rev. Dept. Wedneſday.

"At a Council; Preſent,
Earl Cornwallis K. G. Governor General, Preſident;
The Honble. Charles Stuart,
and
John Shore Eſquire.

"Mr. Shore delivers in to the Board Copies of his Minutes which were tranſmitted to the Court of Directors by the Rodney.

"On the Rights and Privileges of Jagheerdars, &c.

Mr. Shore's Minute on the Rights and Privileges of Jagheerdars.

"1. The ancient Forms of the Mogul Conſtitution appear to have nearly expired with Alumgeer, and when the Company acquired the Poſſeſſion of the Dewanny, the Traces of them were only to be found: It is not therefore ſurpriſing that the Engliſh ſhould have adopted erroneous Ideas on this Subject, and have confirmed Abuſes which they found to exiſt. In no Inſtance is this Reflection more applicable than to the Subject I mean now to diſcuſs—the Nature of the Tenure called Jagheer.

"2. I ſhall Firſt explain what this Tenure was under the regular Conſtitution of the Mogul Empire, in order to point out thoſe Abuſes which have ſubſequently prevailed in it, with conſiderable Detriment to the Intereſts of the Government.

"3. A Jagheer is properly an Appendage to a Dignity called Munſub, which it is therefore neceſſary to explain.

"4. In the Mogul Empire there are no Hereditary Dignities; the Rank of the Nobles was conferred, by ſpecial Appointment from the Emperor, for Life only, and revocable at his Pleaſure; and it was eſtimated by the Number of Horſe which they were ſuppoſed to command. This Command was denominated Monſub, and a Jagheer was an Appendage to it." (a)

(No Signature at the End of the Conſultation.)

Read, a further Extract from the ſame Conſultation, beginning at Page 163 of the ſame Book.

"A Jaghire may be defined to be an Aſſignment in Land or Money for the Support of a certain Dignity, and for the Troops annexed thereto: That it was either conditional or unconditional, the former implied, that it was granted for the Expences of a particular Office or Station; the latter, that it was independent of any Office or Station, being appropriated for * for the Maintenance of a Dignity, a ſuitable Number of Attendants, and the effective Troops annexed to it; that in the latter Caſe it was granted for Life, or until the Emperor ſhould pleaſe to reſume the Dignity, or diminiſh it; in the former Caſe it exiſted whilſt the Poſſeſſor continued in Office only, and upon his Removal or Diſmiſſion, devolved, either in Whole or in Part, upon his Succeſſor." (b)

* Sic in Orig.

Mr. Shore's Minute on Jaghierdary Rights.

Read, a further Extract from the ſame Conſultation, beginning at Page 166 of the ſame Book.

"25. To render theſe Reſtrictions more binding, a Jagheerdar was obliged to ſign an Obligation previous to the Receipt of his Grant, making himſelf accountable for whatever might be due on the above Grounds.

(a) Vide Appendix, Nº CCCXXXIX.

(b) Vide Appendix, ibid.

" 26. The following Inſtance in Proof of the Strictneſs with which the Government exacted the Toufeer is ſo remarkable, that I ſhall inſert it at Length from a Book of good Authority.

" Beckanday Khan, and other Munſubdar, having obtained an Aſſignment for their Pay in the Pergunnah Berance, they laid Claim to the Poſſeſſion of the whole Diſtrict, as the Amount of the Rents of it in Daams correſponded exactly with that ſpecified in the Vizier's Aſſignment. The Dewan refuſed his Aſſent, and inſiſted upon their receiving their Pay in Money which compelled the Munſubdars to accept the Aſſignments according to the eſtabliſhed Rules, which left them no Portion of the Toufeer. By this Adjuſtment the Government was ſaved from a Loſs of 109, 791 10 6, being the Exceſs of the Rents of the Diſtrict, beyond the Valuation of Toreen Mull." (*a*)

Read, a further Extract from the ſame Conſultation, beginning at Page 639 of the ſame Book.

" Appendix, N° 12.

" In order to ſhew the Strictneſs with which the Jagheerdars were obliged to account for the Sums, a Tranſlate of an original Record taken from the Dewan Dufter, containing an Account of the Collections from the Jagheer of Nazim of Bengal, is annexed. Similar Accounts were taken from all Munſubdars, and tranſmitted to Delhi with the Tuſdeek Hazeree, or Account of the Troops of the Munſubdars that had been marked and received, and according to which the Beraat or Adjuſtment of their Accounts was made out at the End of the Year by the Grand Bukſhees at the Preſence. The Claims of Government upon the Jagheerdar for the Hiſſah Khalſa, Troops deſerted, or not muſtered, &c. &c. were claſſed under the Head of Motalibah Sircar, or the Demands of the State; and to anſwer which it was cuſtomary on Aſſignments, to any conſiderable Amount, to ſuſpend a Sum under the Head of Titemah Tullub, or Pay ſuſpended, for which an Aſſignment was never granted till the Munſubdar had ſettled his Accounts. The Emperor Aurung Zeeb, being once importuned by his eldeſt Son to grant an Order for the Payment of this ſuſpended Balance before his Accounts were adjuſted; " Let him know," replied the Emperor, " that this (the Grant of a Jagheer) is not like the Dealings of Merchants. My Father ſuſpended One-fourth of the Jagheers of the Princes and Nobles, but in the preſent Age the Laws are diſregarded. If a Part of his Pay be ſuſpended, it matters not, for it will be appropriated to " the Liquidation of Motalibah," or the Demands of Government, " the Price of the Jewels, and various other Claims." (*b*)

Read, a further Extract from the ſame Conſultation, beginning at Page 643 of the ſame Book.

" The Hiſſah Khalſa, or Share of Government, is of Two Kinds.

" The Shekeſt Ayaam and the Towfeer.

" 1ſt, Shekeſt Ayaam.

" Jagheers were granted and reſumed only at the following Periods.

" The Beginning of the Khureef Harveſt (Ibtedai Khureef) that is the Commencement of the Month of Miher, in which Caſe the Jagheerdar gets the Produce of the whole Year; alſo if he is removed in this Month, and there is no Shekeſt Ayaam, Five-ſixths of the Khureef Harveſt (or Punj-ſoods) which commences from the Abaan, or Month of Aughun. If the Jagheerdar's Aſſignment is dated from this Month, 1-6th of the Khurreef or the Month of Mehr, is denominated Shekeſt Ayaam, and the Receipts of that Month * to the Credit of Government. If a Jagheer is reſumed at this Period, the Jagheerdar gets only the Collections of Mihr, and the Remaining Five Months of the Khurreef, with the Rubbee of Courſe) are brought on the Account of Government." (*c*)

* Sic in Orig.

Read, a further Extract from the ſame Conſultation, beginning at Page 645 of the ſame Book.

" 2d, Towfeer or Surplus.

" The Difference between the Haal Haſſil, or actual Receipts of the Jagheerdar, and the regiſtered Aſſeſſment of Toorul Mull (or the Toomar Jumma) according to which the Jagheerdar was generally put in Poſſeſſion of his Lands." (*d*)

Read, a further Extract from the ſame Conſultation, beginning at Page 563 of the ſame Book.

" Note D.

" It did not follow that any particular Spot once granted to a Munſubdar, was to be continued to him during Life, nor even that he ſhould invariably receive his Pay by an Aſſignment on Land,

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(*a*) Vide Appendix, N° CCCXXXIX.
(*b*) Vide Appendix, ibid.
(*c*) Vide Appendix, ibid.
(*d*) Vide Appendix, ibid.

When a Signature or Munſubdar detached on Service, was * reſulted or ſent to another Province, he generally received his Aſſignment on Lands not far diſtant from his new Station. Sometimes the Jagheerdars were obliged to receive their Pay in Money, and thoſe whoever paid in Money, obtained Aſſignments on Land.

* Sic in Orig.

" In the Book called the Inſhai Aulumgeree, there are various Drafts of Grants, both for converting Money Aſſignments into Jagheers, and the latter into the former. A Proof that no perpetual Occupancy of Land was conveyed under this Tenure." (*a*)

Read, a further Extract from the ſame Conſultation, beginning at Page 168 of the ſame Book.

" 28. Under the Mogul Government there was a certain Mehal or Juriſdiction, conſiſting of ſuch Lands as were ſet apart for being granted in Jagheer, under the Denomination of Paibakee; the other Lands in the Subah were called Khalſa Mokerrery, or fixed Exchequer Lands; theſe were ſuppoſed to be moſt productive, and were granted in Jagheer.

" 29. Under this Juriſdiction Jagheers, when reſumed or eſcheated, fell; and here the Thoufeer or Exceſs was brought to the Credit of the State, as well as the Amount of Arrears, or Anticipations for broken Periods, as already explained: The Produce of the Three laſt Articles was called the Share of the Exchequer, and under this Term the Jagheerdars were compelled to account for it. Appendix, No. 12, or 13, 14.

" 30. Such were the ancient and regular Forms of the Mogul Conſtitution regarding the Dignity called Munſub, and its Appendage Jagheer;—and from theſe it will appear that a Jagheerdar had not originally or conſtitutionally any Property in the Lands." (*b*)

Read, a further Extract from the ſame Conſultation, beginning at Page 645 of the ſame Book.

" Extract of a Draft of a Sunnud in the Book called the Inſhai Alumgeree.

" So many Villages having been granted in Jagheer to ſuch a Perſon, he is alſo made accountable for the Zoward Sircar, (or Exceſs of Produce beyond the Amount of his Aſſignment), which he will pay into the Treaſury at the End of every Harveſt.

" In the Mochulka of Fukker ud deen Huſſein, (recited in the Appendix), the Stipulation of the Hiſſa Khalſa, or Share of the Exchequer, is not expreſſed, though it is evidently implied: In a Sunnud of Hedait Ullah now before me, and granted in conſequence of a Perwannah from the Vizier, this Stipulation reſpecting the Hiſſah Khalſa, or whatever the Jagheerdar may realize above the Amount of his Aſſignment, is inſerted, as in almoſt all the other Sunnuds. (*c*)

Read, a further Extract, from the ſame Conſultation, beginning at Page 647 of the ſame Book.

" Appendix, N° 13.

" Allahbad Sunnud.

" Extract from the Doſtoor Alummul, or Book of Forms and Regulations of Anundee Ram Nooſkah Nowees, of the Soubah of Allahbad.

" Adjuſted Account (or Hiſſab Bar Gerdaneed) of the Jagheer of Sutf Ally Khan, reſumed at the Expiration of One-third of the Khurreef Harveſt Soolſaan Khurreef, purſuant to the Perwannah of the Vizier.

" The Dewan of the Soubah ordered the Chowdries and Canongoes of the Pergunnah to prepare a Statement of the groſs Collections of the Jagheerdar, whoſe Accounts were ſettled as follows:

" Amount of the Aſſignment, — — —		1,98,000 Daams.
Jagheerdars Settlement.		
Maal, — — — —	4,200	
Ceſſes, — — — —	1,850	
		6,050
Deducted Balance in the Hands of the Ryats, —		2,390
Amount collected by the Jagheerdars, — —		3,660
Deduct due to the Jagheerdars, to the Time when his Jaghire was reſumed, — — —		1,220
Due from the Jagheerdar to Government, on ſettling his Accounts — — — —		2,440

(*a*) Vide Appendix, N° CCCXXXIX. (*b*) Vide Appendix, ibid. (*c*) Vide Appendix, ibid.

" Mode in which this Balance was liquidated, paid by the Jagheerdars in Caſh, — — — —	1,320
Sum due to him Account Titmah Tullub, or Pay ſuſpended, — — — —	1,120
Rupees	2,440" (a)

Read, a further Extract from the ſame Conſultation, beginning at Page 649 of the ſame Book.

" Appendix, N° 14.

" Account of the Settlement of Bengal for the Year 1146, with the Diviſion of the Lands into Khalſa and Jagheer.

" Khalſa Lands, &c.

" Khalſa Lands Mocurrory.

Lands never granted in Jagheer, or otherwiſe alienated, the Revenue of which was invariably paid directly to Government, and therefore denominated Khalſah Mocurrary — — — 1,04,72,865 12 18 3

" Paibaukee.

(Lands allotted for being granted in Jagheer, but the Aſſignments on which having been reſumed, the Revenues were paid into Government till other Aſſignments on them were granted, during this Period the Lands were ſaid to be Der Ammul Paibaukee, or under the Paibaukee Juriſdiction.)

" Sabeck, or former Reſumptions.			
" Keedah, &c. for the Elephants.			
Kheedah —	38,480 8 15 3		
Khorah —	18,142 2 9 1		
Mujarai —	5,229 0 0 0		
		61,951 11 5	
Returned Mohauls of Jaffier Khan —	2,50,405 7 0		
Sundry other Munſubdars	3,57,052 8 17		
		6,07,457 15 17	
			6,69,409 11 2
" Dereenwillah, or recent Reſumptions.			
Reſumed Mohauls of Khandowran —	1,16,469 9 6		
Mojuffeer Khan —	1,08,530 6 14		
Royroyan — —	3,750 0 0		
		2,25,000 0 0	
" Mohauls of Serfrauz Khan reſumed.			
Muſhroot, or held by him as Soubahdar —	6,80,000 0 0		
Belah Shert, or unconditional	2,03,246 4 0		
		8,83,246 4 0	
		11,11,996 4 0	
		17,81,405 15 2	1,22,54,271 12 3" (b)

To ſhew that early in the Year 1781, the Board at Calcutta, feeling the Neceſſity of the Meaſure, recommended to the Nabob the Reſumption of his Jaghires, but at that Period made an expreſs Exception of the Jaghires of the Begums, on Account of the Exiſtence at that Time of the Treaty that had been entered into.

Read, from Book 567, already delivered in, the following Extract of a Conſultation of the 15th February 1781, beginning at Page 453 of the ſame Book.

" Fort William, 15th February 1781.

Secret Dept.
Thurſday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
and
Edward Wheler Eſquire.
Lieut. General Sir Eyre Coote K. B. abſent on Command at the Preſidency at Fort St. George.

" Read and approved, the Proceedings of the 12th inſtant.

(a) Vide Appendix, N° CCCXXXIX.

(b) Vide Appendix, ibid.

" To Mr. Nathaniel Middleton, Collector of the Vizier's Aſſignments to the Honble. Company.

" Sir,

" While the Nabob Vizier is, in all his Letters to the Governor General, complaining of the Inſufficiency of his Reſources, the very exorbitant Amount of Jaghires (not leſs than Half a Crore) ſtated in the late Reſident's general Statement of Owde, and the many Informations we have received of the Injury cauſed to the public Revenues of the Vizier, by that Mode of gratifying thoſe who have Intereſt or Claims upon the Nabob, cannot but induce us to direct that you will recommend to his Excellency to diſcontinue theſe Grants, and to reſume them as they fall in * my Death, or otherwiſe, and, if poſſible, to change thoſe now exiſting into Penſions of an equal Amount, payable from the Suddur Treaſury, provided their Claims to ſuch Indulgence ſhall appear reaſonable. From this general Regulation, we of Courſe mean to exempt thoſe Jaghires to which the Company are Guarantees. We are alſo informed, that notwithſtanding repeated Injunctions to the contrary, there are yet a Number of unlicenſed Europeans in the Provinces of the Vizier: We therefore poſitively enjoin you to urge the Nabob immediately to order them in the moſt ſpeedy Manner to quit his Dominions, allowing them a proper, but ſhort Time, to effect it, and to recommend, in caſe of Delay or Diſobedience, that they be ſeized and ſent down Priſoners to the Preſidency. To Mr. Middleton. * Sic in Orig.

" We are, &c.

" Fort William,
15th February 1781. (Signed at the End of the Conſultation)
" Edward Wheler."

To ſhew further the Evils experienced from the Jaghires, particularly the Begums, to have been the Subject of Complaint in the Year 1776,

Read, from Book 101, already delivered in, the following Extract of a Conſultation of the 25th January 1776, beginning at Page 63 of the ſame Book.

" Fort William, the 25th January 1776.

" At a Council; Preſent, Secret Dept.

The Honourable Warren Haſtings, Governor General, Preſident;
Lieut. General John Clavering,
The Honble. George Monſon,
Richard Barwell, } Eſqrs.
Philip Francis, }

" To the Honourable Warren Haſtings, Governor General, and Council, &c.

" Honourable Sir, and Sirs,

" The repeated Applications I receive from the Begum, of the ill Treatment ſhe meets with, induce me to trouble the Honourable Board on this very diſagreeable Subject. I find all my Endeavours to reconcile her and the Nabob in vain; but as the Facts have happened, ſo ſhall I ſtate them, and intreat the particular Inſtructions of the Honourable Board.

" The Heads of the Begum's Complaints are as follows:

" Article 1ſt. That the Nabob's Agents at Fyzabad treat her Servants in a Manner unbecoming her Rank and Character, ſo that they have not the ſame Liberty as the other Inhabitants of the Place.

" 2d. That Murteza Khan, when at Fyzabad, threatened to prevent her Servants from bringing the Neceſſaries of Life into the Zenana, and did actually, by having a Number of Military with him when he waited upon her, terrify her, and ſent her a Meſſage that he would order Sepoys to force Money from her, if ſhe did not willingly give it.

" 3d. That the Nabob encourages his Agents to make Difficulties about the Receipt of Goods in Part Payment of the ſtipulated Sum, by objecting to the Identity of her Property, and claiming Effects as his Excellency's which belong to her.

" 4th. That in Matters relative to her Treaty with the Nabob, I have not backed her Application in the Style I ought to have done, as the Inducement ſhe had for ſtipulating to pay any Sum of Money was the Confidence ſhe placed in the Company's Guarantee of the Treaty, and the Juſtice ſhe expected to have rendered to her on all Occaſions. She therefore makes the Company Principals in the Violences committed againſt her.

" Moſt of theſe Heads I have already troubled the Honourable Board with in my Addreſs of the 30th November.

" The Violences complained of in the Firſt Article, I really, from the Evidence of any Individuals I ever met with, do not underſtand to have been committed. I before informed the Honourable Board that I obtained poſitive Orders from the Nabob not to have any Diſreſpect ſhewn to the Begum or her Servants, and indeed it is improbable any Thing of the Kind could have happened, for Myrſa Ally Cawn and Sellar Jung her Brothers, were both at Fyzabad a long Time after Murteza Cawn and I left it, and were the Governors of the Town. They are under many Obligations to the Begum, and pay more Attention to her than to the Nabob himſelf. Sellar Jung in particular always backed her Aſſertions relative to her Poverty, and was even with

Difficulty perſuaded to undertake the Negotiation, and throughout the Whole of it did not promote the Nabob's Intereſts ſo much as he might have done; he joined the Nabob ſince we left Lucknow, but Mirza Ally ſtill remains with the Charge of Fyzabad. In making this Complaint, the Begum forgets the improper Conduct of her own Servants, who have hitherto preſerved a total Independence of the Nabob's Authority, beat the Officers of his Government, and refuſed Obedience to his Perwannahs.

" I humbly conceive the 2d Article to be erroneous alſo; for on the Firſt Viſit to the Begum, Mirza Ally, Sellar Jung, Murteza Cawn, and I, went together; Sellar Jung had Two Companies of Sepoys as his Guard, being the Number he generally appears abroad with, and for the Reaſons given in my Firſt Anſwer, he could hardly be ſuſpected of agreeing to any violent Meaſures.

" Murteza Cawn had perhaps Twenty Troopers and ſome orderly Sepoys, but in other Reſpects he did not go with Half his uſual Retinue. The Begum's Eunuchs did induſtriouſly ſpread Reports of Murteza Cawn's ill Intentions to break into the Zenana, and ſeize all the Effects and Money that could be found; on the other Hand Murteza Cawn pretended to be afraid of Attempts on his Life, and kept a Body of Sepoys conſtantly under Arms at his Houſe. I conſidered the Reports ſpread by both Parties, intended to ſerve the Purpoſe of diſcrediting each other's as much as poſſible, and which I did not believe to have any Foundation in Truth.

" Murteza Cawn, when he went from Myndigaut to Fyzabad in April laſt, was ſaid to have ſent a harſh Meſſage to the Begum; but this Inſtance being previous to the Solicitation for the Engliſh to interfere, of courſe no Blame, I humbly conceive, could fall on me for any Tranſactions at that Period. When I was at Fyzabad, I am perſuaded none but reſpectful Language was uſed to the Begum; one Thing only that I remember could be taken amiſs, and that was my telling her, that unleſs ſhe paid the Money the Treaty became null. Whether ſuch a Hint was neceſſary, I ſubmit to the Conſideration of the Honourable Board; for the Eunuchs practiſed every Art to delay the Payment, proteſting in poſitive Terms that the Begum had neither Money nor Effects, though, upon my one Day repreſenting to her that I ſhould immediately leave Fyzabad unleſs the Conditions were fulfilled on her Part, ſhe found Means to ſend Six Lacks in Specie in leſs than Three Hours after; and it was hardly a Month before that ſhe aſſerted her Inability to pay a ſingle Rupee. The Copy of the Begum's Letter to me making this Aſſertion I troubled the Honourable Board with in my Addreſs of the 9th September laſt.

" The Third Complaint I am perſuaded is partly erroneous, from the Begum's claiming every Article of the late Vizier's Property, even to his Military Stores.

" The Nabob would be very glad to receive any Thing, but the Appraiſer appointed by the mutual Conſent of both Parties, remains at Fyzabad without having any Goods offered him, but ſuch as are already in the Poſſeſſion of the Nabob's own Officers.

" I underſtand the late Vizier depoſited the Surplus of his Revenues with the Begum; and having died Inteſtate (or at leaſt a Will was never produced, though one is ſaid to be ſecreted by the Begum), it left a Door open to the Diſputes which have happened; for, according to the Koran, and the Uſages of the Country, the Nabob could claim an infinitely greater Share than he has got. It is beyond a Doubt that ſhe has Money; for her principal Eunuch brought me a Meſſage one Day, not as a Matter of any Secrecy or Confidence, that the Wealth the late Vizier had amaſſed was intended to ſupply an Emergency. I anſwered, the Nabob could not well want it at a greater one; and preſſed her very earneſtly to ſupply his neceſſary Wants.

" That ſhe has Jaghires equal to her Rank in every Reſpect, is evident from her own Confeſſion to me, in One of her Letters, wherein ſhe ſays her own Charge amounts to 12,000 Rupees a Month; and her Income is known to be Seven Lacks a Year. If the Complaints contained in the Three Firſt Articles are groundleſs, I humbly conceive the Fourth is not much better founded. The Begum can make no great Claim on the Company for Protection, when ſhe herſelf has infringed the Conditions of the Treaty of which they were Guarantees. Let her pay the Nabob the ſtipulated Sum, and he not only conſents, but is deſirous that the Treaty ſhould remain in force. He has obſerved that Conduct to the Begum which Nature dictates; and ſo far from harſh Uſage, he has on all Occaſions treated her with the greateſt Delicacy.

" Murteza Cawn is afraid to uſe her ill, for he knows the Influence ſhe has over the Nabob; and beſides this, a Contract of Marriage is to take place between his and Sellar Jung's Children.

" The Begum had great Influence in the late Vizier's Time. On the Nabob Auſuph ul Dowlah's Acceſſion, he at once placed the ſole Management in the Hands of Murteza Cawn, which diſguſted both her and her Adherents, particularly her Eunuchs, who have their Views in keeping the Wealth in the Begum's Poſſeſſion. The Principal, Bahar Ally Cawn, enjoys her entire Confidence; and how far ſhe may be better affected to the Engliſh than the Nabob, I leave to the Conſideration of the Honourable Board from the following Fact:—On the Concluſion of the Treaty between the Company and the Nabob, the Begum blamed his Excellency very highly, and inſiſted on his not ceding Benares, offering of herſelf a Sum of Money in lieu of it. The Propoſal was afterwards made to me by the Nabob; but I anſwered, I was not authorized to accept an Alternative; and that if he intended to have me repreſent the Matter to the Honourable

able Board, he ſhould give me his Inſtructions in Writing, and explain his Sentiments himſelf to the Governor General—which he did not do.

“ As the Begum's Sentiments, at the preſent Juncture, will be beſt explained in her own Words, I trouble the Honourable Board with a Copy of the laſt Letter I received from her, as alſo my Anſwer to it. (a)

“ I have, &c.
“ Camp, near Etawa, (Signed) “ John Briſtow,
3d January 1776. Reſid^{t} at the Co^{r} of Owde.

(Signed at the End of the Conſultation)
“ Warren Haſtings,
J. Clavering,
Geo. Monſon.”

The Counſel for the Defendant informed the Houſe, they ſhould next read a Second Encloſure in a Letter from the Defendant to the Board, dated December 25, 1781, which Letter had already been given in Evidence (b) by the Managers for the Commons, together with One of the Incloſures.

Read, from Book 598, already delivered in, the following Extract of a Conſultation of the 14th January 1782, beginning at Page 181 of the ſame Book.

“ Sir,

Incloſed in the Governor General's Letter, Dec. 25th.

“ In Conſequence of the Repreſentation which you have made me of the Preparation made by the Begum to reſiſt the Order of the Vizier for the Reſumption of the Jaghire, and of the Probability that further Oppoſition from the other Jagheerdars, and Diſturbances from diſaffected Perſons, may be expected, I have directed Colonel Morgan to detach Sir John Cumming to Lucknow, with Four Regiments of Sepoys, and a proper Field Train, in order to ſupport the Authority of the Vizier, and maintain the Tranquillity of his Country, by ſuch Means as his Excellency ſhall pleaſe to direct.

“ As the Force to be thus employed for the domeſtic Tranquillity of the Vizier's Dominions is an Addition to the Brigade on Subſidy, and which is ordered to be in Readineſs for marching at the ſhorteſt Notice, to defend any Part of his Excellency's Territories, which a foreign Enemy might be tempted to invade during Civil Commotions, the Vizier will, I make no Doubt, cheerfully conſent to pay the Expences of the Detachment by a fixed monthly Subſidy during the Service, and which ſhall be determined and tranſmitted to you as ſoon as I can aſcertain the probable Diſburſements of it.

“ Benares, “ I am, &c. &c.
24th Dec. 1781. (Signed) “ Warren Haſtings.”

(A true Copy.)
(Signed) E. Hay,
Sub-Secretary to the Honble. Board. (c)

(No Signature at the End of the Conſultation.)

Read, from Book 82, already delivered in, the following Extract of the Appendix to a Conſultation of the 12th June 1783, beginning at Page 130 of the ſame Book.

“ Appendix to Conſultation 12th June 1783.

“ (COPY.)

“ To Colonel Charles Morgan, commanding at Cawnpore.

“ Sir,

“ Incloſed I have the Honour to tranſmit you a Letter from the Nabob Vizier, requeſting a Regiment of Native Troops to aſſiſt the Aumil of Selon, &c. in eſtabliſhing his Authority, which is threatened to be violently diſputed by an armed Force. I muſt join my Requeſt to that of his Excellency's, as I am but too well * aſured of the great Neceſſity there will be for a Military Force to re-eſtabliſh a regular Obedience to Government, in many Parts of this Country. If you will therefore pleaſe to order a Regiment here, I will take Care to procure proper Inſtructions for the Commanding Officer.

* Sic in Orig.

“ I have the Honour, &c.
“ Lucknow, “ Nathaniel Middleton,
the 19th December 1781. Reſident at the Vizier's Court.” (d)

(a) Vide Appendix, Nº XI.
(b) Vide ſupra, Page 598.
(c) Vide Appendix, Nº LIII.
(d) Vide Appendix, Nº XXXVIII, Page 81.

Read, a further Extract from the ſame Appendix to the ſame Conſultation, beginning at Page 212 of the ſame Book.

“ To Nathaniel Middleton Eſquire.

“ Benares, 1ſt January 1782.

“ I cannot wait your Anſwer to my Letter, but have written a Letter to the Nabob, which I deſire you to preſent to him, and tell him that if he ſuſpects the Motive of my Interference, I will withdraw it altogether, both the Reſident and the Army; but he muſt firſt pay the Balance of his Debts to the Company. I will not hazard the Company's Arms in ſcanty Detachments for Services to which they are declared to be unequal, nor will I break the Strength of the Brigade, while the Marattas are yet on his Borders, and the Peace with them imperfectly concluded. (*a*)

(Signed at the End of the Letter)
“ Warren Haſtings.”

Read, a further Extract from the ſame Appendix to the ſame Conſultation, beginning at Page 215 of the ſame.

“ To Nathaniel Middleton Eſquire.

“ Sir, Benares, 3d January 1782.

“ I have already acknowledged the Receipt of your Letter of the 30th, and am determined, by the Aſſurances and Promiſe made to me in it, to return to Calcutta, and ſhall leave to you the Charge and Execution of the Meaſures neceſſary to the Execution of the Agreement concluded between the Nabob Vizier and myſelf in September laſt.

“ Willing as I am to truſt to your Declarations, I cannot avoid yielding to the Doubts ſuggeſted by the Inconſiſtencies of your Repreſentations of their Grounds. You, in a former Letter, told me that the Nabob had required the Aſſiſtance of a Regiment of Sepoys to enforce the Reſumption of the Jagheers, but that it was your Opinion that a much larger Force would be required for it, as a powerful Oppoſition was prepared againſt it: I in conſequence ordered a ſtrong Detachment to perform this Service: You then wrote that the Nabob would not allow it, that you durſt not communicate it to him, that you knew he would even oppoſe it by Force, and that the Payment of the Detachment would be a Breach of Treaty; and now you write, that the Nabob's Sebundy alone are equal to this Service, and that it will be but a Fortnight's Work to accompliſh it. Theſe are abſolute Contradictions.

“ But I am moſt affected by your declaring, that you did not underſtand it to have been my Intention that the Reformation of the Nabob's Military Eſtabliſhment ſhould take place this Year; and that nothing has been done in the new Settlement of the Revenue, for the ſame Reaſon.

“ Theſe are freſh Inſtances of what I have had too frequent Cauſe to complain of, your total Inattention to my Inſtructions. The like Inattention is manifeſted in a former Letter, in which you tell me that you did not know that I expected a preſent Supply to the Company's Treaſury.

“ In my Inſtructions I premiſe, as a Matter well * know to yourſelf, ‘ that the chief Object of my Negociation has been to induce and aſſiſt the Nabob to bring his Government and Finances into Regularity, † as to prevent his Alliance being a Clog to the Company, and to enable him to diſcharge his Debt to the Company in the ſhorteſt Time poſſible.’

* Sic in Orig.
† Sic in Orig.

“ It adds, ‘ I ſhall expect that the Whole of the Exceſs (of the Jaghires beyond the eſtimated Amount) be appropriated to the Diſcharge of the Nabob's Debt to the Company.’

“ The Order in which the Meaſures neceſſary to the Execution of the Agreement ſhall be taken is preſcribed in the following Words:

“ After ſettling the Amount of the perſonal Diſburſements of the Nabob Vizier and his Houſehold, the next Point that will require your Exertions, towards the general Arrangements of the public Charges, is the Reform of the eſtabliſhed and Muttaiena Troops, &c. &c.’

“ The only Point which is left for future Adjuſtment, is the Eſtabliſhment of the Courts of Juſtice.

“ The Reformation of the Nabob's Troops, I conſidered as a Point which neither required nor admitted Delay—that his Muttaiena Troops were almoſt wholly fictitious, and his regular Eſtabliſhment ſcanty in Numbers, and in long Arrears: And I conſidered and ſtated this Reformation as One of the Means of reducing the Nabob's Expences, and enabling him to pay his Debts to the Company.

“ I have clearly explained my Intention to be, that the Firſt Receipt of the current Revenue ſhould furniſh the ſtipulated Amount of the Nabob's private Expences; that his Aſſignments for the Company's Debt, and other Charges defrayed by them, ſhould remain as uſual; and that the Whole of the Exceſſes of the Jagheers ſhould be appropriated to the ſame Account: I require no more; nor can I add either Explanation or Comment on the Inſtructions which have

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(*a*) Vide Appendix, Nº XXXVIII, Page 94.

been originally given to you, that can be more clearly expreſs, or more fully, than the Words of the original Text.

"I have carefully peruſed the Agreement itſelf, and the former Treaties exiſting with the Nabob Vizier, but can find no Clauſe in any of them which either expreſsly, or by Implication, gives him a Right to employ the Company's Forces, except thoſe of the Subſidiary Brigade, without indemnifying the Company for their Expences. The Brigade itſelf is expreſsly declared to be for the Defence of his Dominions, and therefore has always been ſtationed on the Frontier neareſt to Invaſion. It was never intended that its Strength ſhould be diſſipated in little Detachments, and its Diſcipline ruined by exploying it to ſuppreſs the Inſurrections of his Reiats, and to enforce the Payment of the Collections, although a diſcretionary Power has been given to you, in Caſes of great Emergency, to call for the Aid of Detachments from it for the former Service. And you know, that had our other Exigencies permitted it, it was intended to remand the Whole of Sir John Cumming's Detachment to Bengal, and to leave no more than the Subſidiary Brigade, and the Regiment appointed for Lucknow, in the Vizier's Dominions. If the Oppoſition propoſed by the Begum is ſo formidable as you repreſented it when you firſt intimated it to me, your Employment of the Nabob's Sebundy to ſuppreſs it would only ſerve to make it a ſerious and protracted War; which my Order was intended to prevent, by ſuppreſſing all Attempts inſtantaneouſly. I ſhall now revoke my Orders; but I muſt poſitively forbid you to employ the Aid of the Regiment, which has been required and ſent, on any Service to which you ſhall judge it not fully equal. This is no Part of the Agreement.

"I meet with a captious Expreſſion in your Letter, which, as it is not warranted by any in mine, I deem unbecoming.

"Alluding to Sir John Cumming's Detachment, you deſire 'my Determination on the future 'Payment of the Troops, which I may ſtill think neceſſary to keep up to regulate the Nabob's 'internal Government.'

"It is not my Intention, nor ever was, to keep up Troops to regulate the Nabob's internal Government, but ſolely to defend his Country againſt Invaders, unleſs he ſhould require occaſional and temporary Aids to reſtore internal Peace and Order to it, to enable him to acquit himſelf of his Debt to the Company, and thereby recover the whole and unparticipated Regulation of his internal Government. If he conceives my Deſign to be any other than this, it is now your Duty to undeceive him.

"I now refer you back to the Agreement concluded by me with the Nabob, and my Inſtructions delivered in conſequence of it. Theſe are to be your ſole Guide; nor do I mean by any Thing which I have ſince written, whether in this or any former Letter, to revoke or change a Tittle of what is written in them. On theſe I ground the Whole of your preſent Reſponſibility, except what I have written concerning the additional Claims made on the Begums, and which I conſider a virtual Part of my formal Inſtructions. (*a*)

"I am, &c. &c.
(Signed) "Warren Haſtings."

The Counſel for the Defendant ſtated, they ſhould next proceed to ſhew that the Annual Amount of the Jaghires in the Nabob's Country exceeded Thirty-nine Lacks of Rupees; and for this Purpoſe would read Two Extracts from the Appendix to the printed Minutes, if no Objection was made by the Managers for the Commons, not having the original Book immediately at Hand.

Read, the following Extract from the Appendix to the printed Minutes, beginning at Page 356 of the ſame.

"I beg Leave to inform you the Allowances on Account the Jaghires and Tuncaws were recorded upon the Vizier's Books, at the following annual Amount.

The Jaghyres — — —				39,38,054	4	6
The Tuncaws — — —				17,19,610	—	—
				56,57,665	4	6
The propoſed Allowance on Account the Tuncaws, as per Statement, No. 1.	10,25,214	12	—			
The Propoſed Allowance on Account the Jaghyres, as per Statement, No. 2. —	22,68,671	—	—			
				32,93,885	12	—
Reduction per Ann. Rup^s				23,63,779	8	6 (*b*)

(Signed at the End)
"John Briſtow,
Reſident at the Vizier's Court."

(*a*) Vide Appendix, Nº XXXVIII, Page 94.

(*b*) Vide Appendix, Nº LXXXVII.

Read, a further Extract from the Appendix to the printed Minutes, beginning at Page 357 of the ſame, as follows:

" Her Conduct in withholding his Excellency's Patrimony, and during the Troubles at Benares, juſtly loſt her that Attention and Regard to which ſhe would have been otherwiſe juſtly entitled." (*a*)

" Lucknow, (Signed at the End of the Letter) " John Briſtow,
31ſt March 1783. Reſident at the Vizier's Court."

The Counſel for the Defendant informed the Houſe, that the next Subject in the Order of the Evidence adduced by the Proſecutors was, the Interference in the internal Government of Oude, upon which the Defendant lay under Two Accuſations; the Firſt, of a general indefinite Reſponſibility for all the Evils exiſting in the internal Government of Oude, the other reſpecting his exerting an undue Influence over the Vizier and his Meaſures, in his internal Government: They ſhould therefore proceed to ſhew, with reſpect to the Firſt, that thoſe Evils originated from Cauſes which the Defendant could not prevent; and as to the Second Accuſation, they ſhould ſhew that he took the Methods beſt calculated for the Purpoſe of remedying the Evils complained of. And Firſt, they deſired to refer the Houſe to a Letter of the Defendant to the Vizier, upon this Subject, already given in Evidence by the Managers for the Commons (*b*), remonſtrating with him ſtrongly upon the Subject of the Behaviour of particular Individuals about his Perſon, and the Influence they exerted: After which they ſtated, they ſhould next proceed to prove the Neceſſity and Propriety of the Defendant's making thoſe Remonſtrances to the Vizier, by ſhewing what Sort and Deſcription of Perſons the Orderlies, who had this perſonal Influence over the Nabob, were repreſented to be by the then Reſident, and by the preceding Reſident.

Read, from Book 11, already delivered in, the following Extract of a Conſultation of the 24th July 1775, beginning at Page 597 of the ſame Book.

" Fort William, 24th July 1775.

Secret Dept. Monday.

" At a Council; Preſent,
" The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honble. George Monſon,
Richard Barwell, }
Philip Francis, } Eſquires.

" To the Honble. Warren Haſtings Governor General, and the Members of the Honble. Supreme Council.

" Honble. Sir and Sirs, " Lucknow, 4th July 1775.

" When I have informed the Honble. Board of the Rajpoots aſſembling an Army of Forty and Fifty Thouſand Men, it muſt be obſerved, that not a Fourth Part of them are to be conſidered as regular diſciplined Soldiers, or conſtantly maintained at a fixed Pay, but collected together by the different Zemindars and Rajahs, as the Emergency of the Service may require. Each Zemindar
* Sic in Orig. * of Rajah reſpectively commands his own Corps, and has his ſeparate Encampment; and over the Whole there is a General, whoſe Power is rather to controul than to command. The principal Rajah is Perty Sing, a Minor of about 12 Years of Age, who reſides at Joymegur; and as the Command of the Army, and Authority in Civil Matters, were formerly Hereditary in his Family, Hoſhally Ram Bohra is appointed General in his Behalf. This Prince's Anceſtors had entire Poſſeſſion of the Countries now held by the Rajpoots; but by diſpoſing of large Governments to Individuals, they, in the Courſe of Time, became independent, and at preſent do little more than juſt acknowledge his Superiority, and when it may promote their general Views, unite in oppoſing the common Enemy; but at other Times, are inattentive to his Authority, and ſubject to inteſtine Diviſions. The Troops under each Rajah, &c. are in Miniature, formed in the ſame Way as the general Body. The Land-holders and Futty Zemindars hold their Poſſeſſions upon the Condition of maintaining a certain Number of Men in Caſe of a War, and theſe Men are moſt of them brought from the Plow, without ever having been accuſtomed to Military Service. (*c*)

(Signed at the End of the Letter) " John Briſtow,
Reſident at the Court of the Nabob of Owde.
(And at the End of the Conſultation)
" Warren Haſtings,
J. Clavering,
George Monſon,
Richard Barwell,
P. Francis."

(*a*) Vide Appendix, N° LXXXVII. (*b*) Vide ſupra, Page 764. (*c*) Vide Appendix, N° CCCXL.

Read, from Book 78, the following Extract of a Conſultation of the 8th January 1776, beginning at Page 538 of the ſame Book.

" Fort William, the 8th of January 1776.

Secret Dept.
Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honble. George Monſon,
Richard Barwell,
Philip Francis, } Eſquires.

" Received the following Letter from Mr. Briſtow.

" Honble. Sir and Sirs,

" The Nabob preſerves no Regularity in the Diſpoſal of Military Offices, but they are given indiſcriminately to his Favourites, with little Regard to their Abilities in this Line. Javo Lall, who now commands Seven Battalions of Sepoys, and the Artillery (which latter he obtained on the Diſmiſſion of the Europeans) never before had any other Charge than that of the Nabob's Stables. (*a*)

(Signed at the End of the Letter)

" Myndy Ghaut,
6th December 1775.

" John Briſtow,
Reſident at the Court of the Nabob of Owde.

(And at the End of the Conſultation)

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Richd Barwell,
P. Francis."

Read, from Book 101, already delivered in, the following Extract of a Conſultation of the 26th February 1776, beginning at Page 337 of the ſame Book.

" Fort William, 26th February 1776.

Secret Dept.
Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieut. General John Clavering,
The Honble. George Monſon,
Richard Barwell,
Philip Francis, } Eſquires.

" Received the following Letter from Mr. Briſtow.

" Honble. Sir and Sirs,

" Camp near Etawa, February 12th 1776.

" Notwithſtanding I have ſo often addreſſed the Honble. Board on the diſtracted State of the Nabob's Affairs, I am ſorry to ſay, they ſtill wear an unfavourable Aſpect; at the ſame Time I entertain great Hopes of their mending. In explaining his real Situation at this Juncture, I ſhall ſtate, without Reſerve, ſome Facts relative to the Nabob, both in his public and private Character.

" His Excellency is juvenile in his Amuſements, volatile, injudicious in the Choice of his Confidents, and ſo familiar in his Converſation, as to throw aſide the Sovereign, and admit his Favourites to a Freedom deſtructive to all Subordination, and a Cauſe for the Inattention paid by them to his Commands. He frequently paſſes whole Days in Diſſipation, and is of late much given to Liquor; for I have known him to make himſelf and his Favourites, and even his menial Servants, indecently drunk. By this Mode of paſſing his Time, he can have little Leiſure for Buſineſs, and, indeed, he hardly attends to any, excepting when I wait upon him on the Company's Affairs; and then I am generally referred to his Miniſter, to whom, and the other Favourites, he confides the entire Charge of his Government.

" The Men conſtantly about his Perſon are Murtehzeh Cawn, Javo Loll, Sowba Sing, Noway Sing, Bowanny Sing, Mooty Sing, and Holaſs. The firſt of theſe in Rank, Murtehzeh Cawn, placed the others with the Nabob on his Acceſſion, as his Dependants, to promote his own Views. Javo Loll, a Perſon of little Knowledge, low Birth and Education, by Adulation, and an eaſy Compliance with his Excellency's Foibles, gained an Aſcendancy over him, obtained great Appointments and Commands. The others were originally Sepoys, and upon Murtehzeh Cawn's Plan, intended as his Excellency's Orderlies; but from being conſtantly about him, they alſo got

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(*a*) Vide Appendix, No CCCXLI.

highly into Favour, and now enjoy Titles, large Allowances, command Bodies of Troops, and are conſidered as the Perſons to ſucceed to all Vacancies in the Military Line. They are known by the Name of Tellinga Rajahs. And the Introduction of Perſons to the Nabob, and many Matters of Conſequence frequently paſs through this Channel. I therefore leave it to the Honble. Board to determine on the Characters which muſt ſurround this Court. Javo Loll in particular, and all theſe Men, have ſtepped beyond the Line originally drawn for them. Still Murtehzeh Cawn enjoys the Nabob's Confidence, fills the higher Offices of State, and the others the inferior ones. He conſiders them as a Party againſt him. They really do counteract him, and are laying Plans for his Ruin. There being amongſt them not One Man of Ability or Knowledge, they were at a Loſs to detect any Peculations and Miſdemeanors Murtehzeh Cawn might have been guilty of. Thus circumſtanced, they looked for a Perſon capable of ſuch a Taſk, but who would not overſet their own Influence. Benny Behadre, who, ſhortly after the Battle of Buxar, had been made the late Vizier's Prime Miniſter, was the Perſon pitched upon, and called out of Diſgrace from Fyzabad. He is * and intelligent Man; but being blind, is thought by the Party to be unlikely to hurt them, by obtaining ſuperior Influence over the Nabob, as he cannot well enter into his Excellency's favourite Exerciſes and Amuſements. Murtehzeh Cawn, by ſome Means, got Intelligence of the Reaſon of Benny Behadre's being brought in, and has endeavoured to attach him to his Party. This Inſtance ſhews the Temper of theſe People, and the perpetual Contention there muſt be for the Nabob's Favour. Javo Loll's great Aſcendancy over the Nabob is to be conſidered to have taken its Riſe ſince we left Mindighaut. In regard to my Conduct, it is to adhere to Murtehzeh Cawn, who has always warmly ſupported the Company's Intereſts. My Opinion of his Abilities I have before humbly repreſented. From his Station about the Nabob's Perſon, he is obliged to give up a good Deal of his Time to Diſſipation, owing to which, many Buſineſſes are ſo long protracted in the Execution, that the good Effects which might be expected from them are loſt by the Delay: Still I imagine his peculiar Situation might not be detrimental to the Public, if he appointed able Naibs and Mottaſiddies to act under him, who would, at the proper Time, execute all neceſſary Matters in which Murtehzeh Cawn might acquieſce, and enſure the Nabob's Approbation.

* Sic in Orig.

" Javo Loll by his Declaration, and the Evidence of many Individuals, is a Perſon I am perſuaded ill affected to the Company. He frequently talks of the Engliſh having ill Intentions towards the Nabob, and uſes his Endeavours to perſuade him to a Conviction of his own Independance: Such Inſinuations may be very prejudicial to his Excellency, and involve his Government in ſtill greater Confuſion than it at preſent is.

" Should his Alliance with the Engliſh be ever reported to be interrupted, Mal-contents would ariſe in all Quarters, whom it might not be afterwards ſo eaſy to quell. I conſidered a Point of ſuch Delicacy, as a Miſunderſtanding between the Company and the Nabob, ought to be diſcouraged on the very firſt Surmiſes of it; that ill diſpoſed Perſons ought not to have the Opportunity of confirming any bad Impreſſions in his Excellency's Breaſt, which would be hereafter with Difficulty eraſed, or perhaps proceed to Extremities, and involve the Two Governments in very fatal Conſequences.

" I thought therefore the beſt Mode of knowing whether his Excellency paid any Attention to the improper Diſcourſes of his Favourites, was to inform him candidly of the public Reports I had heard, and humbly ſolicited him to conſider his real Situation, and the Conduct of the Honble. Board ſince the Concluſion of the Treaty: I ſtated to him every Expedient had been adopted to avoid Jealouſies by any Connections with foreign Princes, and as for my Correſpondence, I never wrote Letters but by his Sanction and Privity, and if he had Reaſon to be diſſatisfied with me, that he ſhould expreſs it. When I repreſented theſe Circumſtances to his Excellency, he denied any improper Diſcourſes having paſſed in his Preſence, and ſaid he knew who was the Perſon who gave me the Information, meaning Murtehzeh Cawn, but pretended not to be diſpleaſed with him; I replied, that I ſhould ill diſcharge my Duty to the Company or to him, to ſuffer theſe Reports to gain Ground, and hoped he would excuſe my having mentioned the Subject.

" I lay little Dependance on the Information of Individuals, who are biaſſed by the Cauſe they eſpouſe; but when I heard it indiſcriminately aſſerted by Perſons attached both to Javo Loll, as well as his Opponent, that he has even gone ſo far with the Nabob as to offer to fight the Company; ſuch Information is not to be overlooked. Many People aſſert to me, that they have heard Javo Loll ſpeak of the Engliſh in the Nabob's Preſence in the moſt diſreſpectful Terms, and uſe every Argument he could ſuggeſt to diſguſt him: Should I find any Alteration in the Nabob's Behaviour to me, or his Affairs likely to fail of Succeſs, I purpoſe to preſent a Memorial, and endeavour to convince him of the Company being his firmeſt Friends. (a)

(At the End of the Letter, &c.)

(Signed) " John Briſtow,
Reſident at the Court of Oude.

(And at the End of the Conſultation)

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
P. Francis."

(a) Vide ſupra, Page 1873-4-5.

Read, from Book 38, already delivered in, the following Extract of a Conſultation of the 26th of Auguſt 1776, beginning at Page 640 of the ſame Book.

“ Fort William, the 26th Auguſt, 1776.

“ At a Council; Preſent,

Secret Dept.
Monday.

“ The Honble. Warren Haſtings, Governor General, Preſident;
Lieut. General John Clavering,
Richard Barwell, } Eſquires.
Philip Francis, }
Colonel Monſon indiſpoſed.

“ Received the following Letter from Mr. Briſtow:

“ Honble Sir, and Sirs,

“ The Mint at Lucknow was farmed at 22,000 Rupees a Year to Bowanny Sing, one of the Vizier's favourite Orderlies, who refarmed it at * at 8,000 Rupees Profit to himſelf, and it was again refarmed to a Third Perſon for a further Emolument; ſo that it ſtands altogether to the Managers at 30,000 Rupees a Year, beſides the Support of his Workmen, and other neceſſary Expences of every Kind; where, by the beſt Intelligence I could ever collect, it will not yield above 24 or 25,000 Rupees a Year. I have heard that general Complaints are made by the Inhabitants of the Loſs ſuſtained by Mal-Practices in the Mint, and that already Rupees of the 14th and 15th Years are the greateſt Part bought up and coined into the Current Siccas with a Gain to the Proprietor. By this Circumſtance alone, the Honble. Board may determine the bad Conſequences of the preſent Management in the Coinage, and what is worſe, I ſee no Probability of any Stop being put to it; for on his Excellency's coming into Cantonements, and ſhortly after Ellize Cawn's Arrival, I repreſented the Caſe as particularly affecting his Money Tranſactions with the Company, ſince he received this Species of Rupee in Payment of his Revenue, without having the Deficiency in the intrinſic Value made up to him; that the Company would not agree to this for their Monies, it being ſtipulated in the Treaty, that they were to be paid for their Tranſactions at the Standard then in being; that ſhould it hereafter be debaſed, his Excellency was to make up the Deficiency; and I therefore hoped he would not be offended at being charged with the Difference. He anſwered in general Terms, “ That he had entruſted the Management of the Mint to a Man in whom he placed great Confidence, and who was capable of the Office.” I tried to convince his Excellency to the contrary, but all to no Purpoſe; and notwithſtanding I repeatedly urged him on this Point, I could obtain no real Satiſfaction, and I found my Repreſentations ſo ill received, that I was forced to drop them. I did it very unwillingly, becauſe Ellize Cawn had ſolicited me in the ſtrongeſt Terms to uſe my Influence with the Vizier, to rectify the Miſmanagement of the Mint, being fully ſenſible of the Detriment which would accrue from it; but the Manager being a Man ſo much favoured, he hardly dared openly to ſpeak againſt him. The only Point we were able to effect was to get an Order to Bowanny Sing to coin the Rupees at the old Standard; and ſo far from curbing his Authority and Influence, the Vizier has ſince farmed to him all the Mints throughout his whole Dominions. Notwithſtanding the Order, Bowanny Sing ſtill continues to debaſe the Coin. In Corah particularly the Abuſes are the greateſt. That Mint is refarmed at a moſt exorbitant Rate, and has already produced Lead Money, the ſame in Proportion in all other Parts of the Country.

* Sic in Orig.

“ In Reply to what the Honble. Board direct, that I ſhould aſcertain and report the Weight and Fineneſs of a Bungaloo Sicca, I hope I have evinced the Impracticability of my doing it, in the preſent State of the Mint. The Oud Sicca ought to be compoſed of Eighteen Burrunge Alley, and weigh Eleven Maſhha, which will guide the Honble. Board in their Deciſion on the real Difference in Value between it and a Patna Sunnaut, if the Standard was adhered to. I underſtand, however, that the New Oud Sicca is now current in the Buzar, at a Diſcount of Two per Cent. on the old, and that this Diſcount is expected to encreaſe upon every new Coinage.

“ I have for a long Time flattered myſelf with the Hopes of Ready-money Payments from the Vizier, which the Situation of his Country, and extraordinary Expences until the preſent Juncture, have prevented from being accompliſhed; and I am further to obſerve from his laviſh Diſpoſition, that it is impoſſible I ſhould ever be able to obtain them: I therefore ſee no Way of realizing his Debt to the Company, but by procuring from him ſpecific Funds, for the Payment of it, which he ſhall be bound not to appropriate to any other Purpoſe. To evince the Truth of this, it is impoſſible to aſcertain with Preciſion, the Expences of the Privy Purſe; and in order that they ſhould not be known, he has appointed Two Perſons, Huſſein Reza Cawn and his favourite Bowanny Sing, beſides the public Treaſurer, to receive the Produce of his Revenues. Excepting the fixed and unavoidable Expences of his Houſhold, not any Thing is paid into the public Treaſury. Huſſein Reza Cawn has latterly held his Office nominally, for very little Money has been depoſited with him: Bowanny Sing receives almoſt the Whole, and when I have been able to trace his Excellency's Diſburſements in this Channel, it has generally been in the Purchaſe of Trifles in the Buzar, and in Preſents to his Favourites, almoſt immediately upon the Receit * of even large Sums.

* Sic in Orig.

" Having ſuch a Diſpoſition to counteract, I humbly ſubmit it to the Conſideration of the Honble. Board, whether the Mode of ſecuring ſpecific Funds is not the only One of realizing the Company's Demand; and I hope my Conduct in adopting this Meaſure will meet with Approbation;—at all Events ſhould it be diſapproved, I can always give them up, and it would not be an eaſy Matter to procure them, if the Collections on Account of the new Year were once commenced. Herewith I do myſelf the Pleaſure to encloſe a Statement of the Aſſignments, (N° 10), which I have procured, both for the Payment of the Debt, and of the Army Subſidy for next Year. I objected ſtrongly to the Aſſignment on Rohilcund, wiſhing to exchange it for One on Oud, which his Excellency repeatedly declined to grant me, ſo that I ſubmit this Matter to the Conſideration of the Honble. Board.

" The Kiſtbundee I will forward as ſoon as I procure the Materials from the Aumils, as yet they have not furniſhed me with them.

" I have the Honour to be, &c.

" Lucknow,
the 8th Auguſt 1776.

" John Briſtow,
Reſidt at the Vizier's Court.

(Signed at the End of the Conſultation)
" Warren Haſtings,
J. Clavering,
Rich. Barwell,
P. Francis."

Read, from Book 39 already delivered in, the following Extract of a Conſultation of the 23d September 1776, beginning at Page 43 of the ſame Book.

" Fort William, the 23d September 1776.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richard Barwell, } Eſquires.
Philip Francis, }
General Clavering indiſpoſed.

" Honble. Sir and Sirs,

Mr. Briſtow. " The great Uſefulneſs of Ellije Cawn to the Vizier I have already mentioned, and as Affairs may take a Turn in conſequence of his Deceaſe, I ſhall trouble the Honble. Board with the Characters of the Perſons who compoſe the Vizier's Court.

" In my Addreſs of the 12th February I mentioned Murteza Cawn, Jado Loll, Souba Sing, Nawar Sing, and Holaſs, as Favourites; of whom Murteza Cawn was aſſaſſinated, Jado Loll diſgraced. Three other Men have ſince roſe into Favour, namely, Tupper Chund, the Treaſurer; Jummarin Bukſh, the Commandant of the Artillery, and the greater Part of the Troops not under Britiſh Officers; and Caim Cawn, his Excellency's Elephant Driver.

" Thoſe whom I before defined to the Honble. Board, under the Denomination of Tellinga Rajahs, have Jagheirs of Thirty thouſand Rupees a Year each; are Farmers of large Diſtricts, and reap great Emoluments from occaſional Gratuities. Excepting Bowanny Sing, they are not particularly diſtinguiſhed one above another, but this Man enjoys, in a great Degree, the Confidence of his Maſter; and I have already explained to the Honble. Board that the Irregularities in the Coinage have principally proceeded from his Miſmanagement. He is, to the beſt of my Judgement, poſſeſſed of no natural Abilities to make up for the Want of Education, nor any One Recommendation whatever, but merely the Vizier's Favour; and I am ſorry to ſay that the general Conduct of all theſe Rajahs, and this Man in particular, is exceedingly oppreſſive and grievous to the People.

" Immarin Bukſh is a vain light inſignificant Character, of the ſame Education and Abilities as the Telinga Rajahs, and whoſe real Pretenſions to his preſent Station are much the ſame as theirs. Caim Cawn has obtained his Favour from the Accident of being conſtantly under the Vizier's Eye. He is a Man whom I believe his Excellency conſults upon many Occaſions, and by whom he is much guided. Tipper Chund has been a long Time about the Court, is an artful intriguing Man, not wholly deſtitute of Abilities, and avowedly ill-diſpoſed towards the Engliſh: In every Meaſure where he has been concerned, I have always met with Oppoſition from him.

" The Vizier's Turn for Diſſipation takes up ſo much of his Time, that it is impoſſible he ſhould attend to the Adminiſtration of his Affairs; and therefore, without a capable Man in the Station of Naib, I ſee no Proſpect of their ever being ſettled on a permanent Footing. Suppoſing it to be vacant, there would be no one authorized to take upon him the Controul of Accounts, or to inſpect into the general State of Affairs, but every Perſon who would have Influence with the Vizier would uſe it to ſerve his own Purpoſes. I ſaw a great Deal of this on our Return from Etawa, for if Ellije Cawn, or ſome Man equally capable had not been placed in Office, the Order and Regularity which were by him preſerved would never have exiſted. The Duties of Naib, under the wiſeſt and moſt methodical Prince, require great Capacity, and muſt even then be executed with Difficulty; but under a Prince ſuch as the preſent, I hardly ſee it poſſible for any one to diſcharge the Truſt with Credit to himſelf.

" The Vizier's Unſteadineſs is productive of contradictory Orders. The Views of his Favourites claſh with the Miniſter's Meaſures, and overſet all his Endeavours to eſtabliſh Œconomy and Regularity; if he ſhould attempt to overſet them in the Opinion of the Vizier and fail, Ruin would fall on his own Head. Ellije Cawn was ſo ſenſible of this, that far from oppoſing them, he was forced to forward their Intereſts in order to eſtabliſh his own Authority. I am further ſorry to obſerve, that though the Vizier's Attachments are not laſting, yet they are exceedingly ſtrong for the Time, and he thinks he can never be too liberal in beſtowing Favours on the Perſons to whom he is ſo attached.

" In order to keep the Vizier ſteady in his Alliance, and to ſecure the Payment of their Aſſignments, I conceive the Naib ought to be a Man well diſpoſed towards the Engliſh. Though the Vizier is ſenſible how much the Peace of his Government depends upon us, yet I find him frequently miſled by the Inſinuations of particular People, who raiſe his Jealouſy of the Company's Intentions, and, notwithſtanding Repreſentations which I am almoſt daily obliged to make him, I am not able to prevent the Officers of his Government throwing great Interruptions in the Collections of my Aſſignments. The Vizier has made it a Condition, that thoſe on Account the Company, and the Payment of his own Army under Britiſh Officers, ſhall be diſcharged prior to any others; he nevertheleſs often grants Tuncaws on the Places where mine are; and, when I repreſent that this is departing from a Promiſe engaged to in the moſt public Manner, which can only diſgrace his Government, as it muſt make all Perſons loſe their Confidence in his public Faith, he pretends he is unguardedly led into thoſe Meaſures.

" The Truth is, that he laviſhes ſo much Money away in unneceſſary and uſeleſs Expences, that unleſs he alters his Mode of Conduct, he will always be diſtreſſed. I have, for my Part, ſtated to him in the ſtrongeſt Terms, that the Diſcharge of all Arrears to the Company, and the regular Payment of the Army under Britiſh Officers, are Points that the Honble. Board cannot, on any Account, diſpenſe with. He always acquieſces in the Juſtneſs of what I ſay; but drove to it by his Extravagancies, he ſtill winks at theſe Attempts to encroach upon my Tuncaws.

" The Appointment of an Officer to the Niabut, in the proper Choice of whom the Company's Intereſts are ſo nearly concerned, being a Point of the utmoſt Conſequence, I conceived it to be my Duty to obtain the earlieſt Intelligence of his Excellency's Intentions; and ſeeing Ellije Cawn's Deceaſe inevitable, I preſſed the Vizier, for ſome Days paſt, to come to ſome Reſolution on this Point, which I was never able to bring him to before this Morning. He had Two Perſons in View, Surut Sing, the preſent Aumil at Rohilchund, and Tipper Chund. The latter I ſtrongly objected to, for the Reaſons I have above given, as I am convinced that he would not execute the Office with Credit to himſelf or the Vizier, and that he would exert his utmoſt Abilities to diſguſt the Engliſh. He is beſides this a very unpopular Man, and unaccuſtomed to this Branch of Buſineſs. Soorut Sing appeared to me the fitteſt of the Two, having been a long Time Duan to Suja Dowla, and being well informed of the general State of the Country, a Man of plain Senſe, but great Application; and the Aumils and People about the Durbar knowing his Talent in the Revenue Branch, he would have a Weight with them, which the other could not. For theſe Reaſons, and that he has always ſhewn an Attachment to the Engliſh, I ever recommended him to the Vizier, and hope that my Conduct in ſo doing will be approved of by the Honble. Board.

" The Vizier, upon conſidering the Characters of all the Perſons about the Court, looks upon him as the propereſt, and is determined to appoint him, if he appoints any Body; but he told me To-day, that he thought he could execute the Office of Naib himſelf. This Opinion I judged to have proceeded from the Inſinuations of ſome of the People about him, who, concluding they could not obtain the Office for themſelves, imagined they ſhould have the greater Latitude to range in, if it was left vacant.

" I candidly informed his Excellency, that this was the Way to occaſion him much Loſs, and create endleſs Confuſion in his Government, as he had too many other Occupations to attend to the Minutiæ of ſo extenſive a Department as that of the Revenue. After much Argument he agreed with me, but has deferred the Appointment until he ſhall have fixed on ſome Perſon to go in Soorut Sing's Room to Rohilchund, as likewiſe another Perſon to fill the Office of Dewan. His Excellency conceiving it incompatible that the Naibut and Dewanny ſhould be united in One Family, the latter Office being now held by Soorut Sing's Son in Law.

" Whatever further Reſolutions the Vizier may form on this Head, I ſhall be ſure to give the Honble. Board early Information of.

" I have, &c.

" Lucknow,
26th Auguſt 1776.

(Signed) " John Briſtow,
Reſident at the Vizier's Court." (a)

(Signed at the End of the Conſultation)

" Warren Haſtings,
J. Clavering,
Richd Barwell,
P. Francis."

(a) Vide Appendix, No CCCXLIV.

Read, from Book 118, already delivered in, the following Extract of a Conſultation of the 17th February 1777, beginning at Page 285 of the ſame Book.

“ Fort William, the 17th Feb. 1777.

“ At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
Richard Barwell, } Eſquires.
Philip Francis, }

§ (“ Read the following Letter from Mr. Briſtow.

“ Honourable Sir, and Sirs,

“ Herewith I have the Pleaſure to forward the Honourable Board the following Papers:

N°. 1. General Statement of the Vizier's Army.
2. Statement of the Vizier's Military Diſburſements.
3. Statement of the Vizier's Civil Expences.
4. Statement of the Jaghiers in the Vizier's Dominions.
5. Statement of the Vizier's Revenues.
6. Statement of the Vizier's Iſſues and Receipts on Account of the Hindoo Year 1184, or from the 28th of September 1776 to the 28th September 1777.

“ By theſe Statements, or rather Eſtimates, the Honourable Board will obſerve the enormous Sum by which the Vizier's Expences exceed his Income; and, as I obtained my Information from the beſt Authority, I have great Reaſon to believe that I have not over-rated them.

“ The Miniſters have often repreſented to the Vizier his Situation, but without Effect; for though he may have been convinced at the Time of the Neceſſity of a Reform, yet his Turn for Expence will render it a moſt difficult Taſk to bring him to abide by any regular Syſtem. Beſides this Reaſon there is a very principal one ariſes from the Oppoſition his Miniſters meet with from Imaum Bucſk, Tipper Chund, and the favourite Tellinga Rajas, who counteract every Meaſure they propoſe for introducing good Order and Œconomy. The Characters of his Excellency's Favourites I explained to the Honourable Board in my Letter of the 21ſt of Auguſt laſt, and am ignorant of any Change having happened in his Sentiments towards them.

“ It appears to be his Plan to intruſt to the Tellinga Rajas the Management of any Farms that may in future fall vacant. I dread the bad Conſequences that muſt enſue; for it needs little Judgment to penetrate into the Conduct of Men of low Birth, without either Education or Abilities, and whom I may ſafely declare totally unfit for the Charge of Government. The Country already feels the Effects of their Violence, and the Vizier does not receive even a temporary Advantage from it; as, whatever they may collect from the Country, the Payments to him from all the Diſtricts fall infinitely ſhort of the former Rents.

“ The Miniſters, whoever they be, will be conſtantly perplexed how to act towards the Favourites, as their Influence with the Vizier places them above Controul, and likewiſe enables them to obtain extravagant Allowances for the Charges of Collection, as well as great Deductions for the Failure of Crops, deſerted Lands, and under various Pretences void of Foundation. Theſe Men themſelves, I am told, doubt the Permanency of their Situation—they are ſenſible of the general Diſguſt which prevails againſt them, and that on any Change of Government they would be the firſt to feel the Effects, and therefore are the more earneſt to acquire Emoluments, without regard to the Means.

“ In my Addreſs of the 8th of Auguſt laſt, I informed the Honourable Board of the Abuſes which reigned in the Mint, and of the Improbability of their being rectified, owing to the Influence of the Manager, one of the principal Tellinga Rajas. I am ſorry to obſerve, that Abuſes daily encreaſe; for at this ſhort Period of Time from my forwarding the Honourable Board a Table of Aſſays, the Coinage at ſome of the Mints has been debaſed near Three per Cent. Such Departments of the Government as are not under the Management of the Favourites are neglected, and the Perſons inveſted with the Charge of them expoſed to the greateſt Difficulties. Aumils, whoſe Diſtricts are filled with refractory Zemindars, and require Troops to ſubject them, cannot obtain Aſſiſtance in proper Time, and, on this Account, I have known great Loſſes often accrue in the Revenue. Another great Difficulty they labour under is, the Aſſignments granted on them exceeding the Rent of the Lands they hold. To many People of Influence who have theſe Aſſignments they do not dare to give a Refuſal, for fear of being injured by them, and they are at the ſame Time unable to comply with their Demands; ſo that I recollect many Inſtances of Aumils, whoſe Attention has been more taken up in making Excuſes to Tuncawdars, than in the Care of their Diſtricts. Every Tuncawdar ſends a Vackell, Hircarras, and a Number of People to collect his Tuncaw, and if he has Troops under his Command, he detaches a Party to exact Payment from the Aumil; very often Troops, whom the Vizier cannot pay at the Preſence, are ſent to collect their Arrears from an Aumil. They frequently treat him in the moſt ignominious Manner, by confining and depriving him of all Suſtenance, until he finds Means to ſatisfy them. So conſiderable an Officer

“ of Government as an Aumil, whoſe Character ſhould be held up to the People in the moſt reſpectable Light, to be thus diſgraced, muſt not only affect the Vizier's Authority, but his Revenue, and is ſo prejudicial, that it will be impoſſible for the Government to ſubſiſt long upon this Plan.”) §

☞ [“ Another great Abuſe which prevails, is the Contempt with which the Vizier's Authority is treated: His Orders are ill executed; his Perwannas diſregarded, even in the neighbouring Diſtricts to the Capital, unleſs accompanied by ſimilar ones from the Perſon immediately in Charge of the Province. In ſome diſtant Parts of the Country, neither his Excellency nor his Aumils are much regarded; the Gurrocpore Diſtrict particularly can hardly be ſaid to be under the Vizier's Government, as it is held by Zemindars who pay little Obedience to the Aumils, and diſcharge their Revenues with great Irregularity.] (*a*) ☜

§ (“ Heretofore it was uſual to annex the Sayer, or the Collection of Duties of Goods tranſported by Land, to the Department of the Aumil of the Province, but the Vizier has thought proper to make the Sayer of all his Dominions a ſeparate Office, and entruſt it to the Management of Bowanny Sing. This has been productive of much Confuſion and general Complaint, becauſe it interferes with the Authority of the Aumils, and creates perpetual Diſputes. The Perſons under the Sayer are frequently concerned in the Farming of Lands, and holding Offices under the Aumils. Both the Darogha of the Sayer, and the Aumils, have Claims on the ſame Man, and both iſſue Warrants to ſeize his Perſon and Effects. Many Aumils have found ſuch great Impediments from this claſhing of Authority, that they have made the Darogha a Preſent to give them up the Farm of the Sayer. To this Evil I ſee no Remedy, becauſe the Vizier's ſtrong Attachment to the Darogha deters all Complainants from repreſenting their Grievances; and the Cauſes of Complaint are really aggravated by the Diſpoſition of the Darogha, who exerciſes his Office in a very arbitrary unbecoming Manner.

“ In the late Vizier's Time there was a Collection of the Sayer confined to Duties on Goods tranſported by Water from particular Places only; but the Sayer, on its preſent Footing, is a very extenſive important Department, not ſo much from the large Amount of the Collections of it, but from the Opportunities it gives an ill-diſpoſed or incapable Man at the Head of it to cauſe Irregularities in the Government.

“ The Sale of Spirituous Liquors had become, in the late Vizier's Time, ſo great a Nuiſance, that he found it neceſſary to publiſh an Edict, making it Death to diſtil or vend any. Some Offenders who were the moſt notorious he puniſhed; ſtill the Advantages accruing to the Country from the Conſumption of Articles uſed in the Still, rendered it neceſſary to wink at the Infringement of this Edict, if it was not carried to Exceſs. The preſent Vizier has thought proper to eſtabliſh an Office, under the Appellation of Abkany, merely for the Prevention of making Spirituous Liquors, the Authority of which extends to all his Dominions, and is entruſted to the Management of Rhemaum, who was a menial Servant of his Excellency's. He has under him many Companies of Sepoys, which he diſpoſes of throughout the Country, accompanied by a numerous Body of Agents; and, under the Pretence of Diſtillers or Venders of Spirituous Liquors, every Individual is expoſed to their Violences. This Office is not only the Cauſe of great Oppreſſion, but of Loſs, for the Aumils on this Account complain much of the ſlow Sale of many Articles, particularly of the Sugar Cane. In like Manner with the Sayer, the Office of Abkany interferes with the Authority of the Aumils.

“ The Honourable Board will obſerve, by the Statement of the Vizier's Revenue, the extenſive Diſtricts entruſted to the Management of Individuals, which has been the Cauſe of much Confuſion and Irregularity; and the Diviſion of them ought to be one of his Excellency's firſt Objects.

“ I have to obſerve to the Honourable Board, the Abuſes which I enumerated in the Adminiſtration of the interior Parts of the Country are at leaſt equalled by thoſe at the Preſence.

“ The Execution of Buſineſs at the Public Offices is protracted unneceſſarily, owing to the Vizier's Inattention, and the Difficulty the Miniſters are under in bringing him even to give his Sanction to their Acts: Without it, however great the Latitude may be he avowedly grants them, ſtill they dare not proceed; for, in the preſent divided State of the Court, the Miniſters have too much to apprehend from the Inſinuations of their Opponents, to enter into any Meaſures, unleſs expreſsly authorized by his Excellency.

“ On the Appointment of the Miniſters, I informed the Honourable Board of the Advice I had given the Vizier, and the Confidence I entertained of their earneſt Wiſh to promote the joint Intereſts of their Maſter and the Company; and I have equal Reaſon to believe they are zealous in their Duty. Hyder Beg Cawn has ſhewn Abilities ſufficient to diſcharge the Truſt repoſed in him; but, curbed and oppoſed on every Occaſion as he had been, it is impoſſible to expect he ſhould have been hitherto able to introduce a Reform in the Government. I ſhall dwell particularly on this Subject, becauſe I know his Attachment to the Company has expoſed him to the Enmity of all the Court; but I humbly hope the Honourable Board will regard Hyder Beg Cawn as a Man to whom their Countenance and Protection are neceſſary, as well to ſupport the Vizier's Government, as the Company's Intereſts.

(*a*) Vide ſupra, Page 653.

“ Tipper Chund and Imaum Bucſh are the principal Opponents of the Miniſters, becauſe they are themſelves endeavouring to obtain the Adminiſtration of Affairs. Imaum Bucſh has a very great Influence with the Vizier, who has conferred every Mark of Diſtinction and Honour on him that he could, and dignified him with the Title of General; his being a weak Man, and having ſuch Weight with his Excellency, are uſeful and neceſſary to Tipper Chund, without being in the leaſt dangerous. Tipper Chund directs all their Plans; and, as I underſtand, it is their conſtant Endeavour to impreſs the Vizier with Doubts and Suſpicions of the friendly Intentions of the Engliſh, and the Infidelity of the Miniſters. Theſe Suggeſtions, together with poſitive Aſſurances, that in caſe of their coming into play, his Excellency's Privy Purſe ſhould ever be kept full, let what other Funds and Aſſignments might fail, have ſo far ſucceeded, that the Vizier is inclined to make Tipper Chund his Miniſter, if the Honourable Board ſhould approve of it; and I therefore think it my Duty to mention theſe Circumſtances without Reſerve. I know him to be a Man avowedly ill-diſpoſed to the Engliſh, and ever ſince my firſt having had the Honour to hold the Station of Reſident, I have met with conſtant Oppoſition from him in all my Negociations, particularly in that principal one of ſecuring Funds for the Payment of the Expences of the Nabob's Troops under Britiſh Officers, and the Army Subſidy.

“ In reſpect to the Tellinga Rajas, the Part they have taken in theſe Intrigues is not ſo conſpicuous; but the Miniſters, in doing their Duty, muſt claſh with their Intereſts, and in conſequence are their ſtrenuous Opponents. I have to obſerve, by the Irregularities in the Vizier's Government, the Company muſt ultimately ſuffer; for I conceive it an Impoſſibility that the Aſſignments granted, either for the Payment of the Subſidy or Balance, can be realized on the preſent Syſtem.

“ The Reſident is unable to have ſuch vigilant Agents as to prevent the Collections of all the Places on which he has Aſſignments from being appropriated to other Payments in preference to his. Some private Tuncawdars will make it the Aumils Intereſt to favour them. Mutinous Troops exact the Money for their Tuncaws, and thus the Deficiencies will fall on the Company. On the other hand, if the preſent Mode is ſet aſide, and Ready-money Payments demanded of his Excellency, little or nothing would be realized.

“ The Freedom with which I have ſtated the Situation of the Vizier's Affairs, and the Neceſſity of a Reform in them, will, I hope, meet with the Excuſe of the Honourable Board. I, for my Part, ſhall only preſume to ſay, that from the Experience I have had of his Excellency's Diſpoſition, he will hardly of himſelf regulate his Affairs, and that the only Remedy to be found is in the Aſſiſtance and Protection of the Engliſh.”) (a) §

“ Lucknow,
22d January 1777.

“ I have the Honour, &c.
(Signed) “ John Briſtow.

(Signed at the End of the Conſultation)
“ Warren Haſtings,
Richard Barwell,
P. Francis.”

Read, from the ſame Book, the following Extract of a Conſultation of the 26th of February 1777, beginning at Page 346 of the ſame.

“ Fort William, 26th Feb. 1777.

Secret Dept. Wedneſday.

“ At a Council; Present,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieut. General John Clavering,
Richard Barwell, } Eſquires.
Philip Francis, }

“ Letter from Mr. Middleton to the Governor General and Council, dated Lucknow, 9th February 1777.

“ Honourable Sir and Sirs,

Mr. Middleton, 9th Feb.

“ The growing Aſcendancy of the perſonal Favourites of the Vizier, in Oppoſition to the Miniſters, who his Excellency himſelf made Choice of, and whoſe Conduct he has hitherto been pleaſed to approve, appeared to be fraught with ſuch dangerous Conſequences, that I have thought it incumbent on me to give the latter the ſtrongeſt Aſſurances, that the ſame Support they have hitherto met with from the Engliſh, and which alone can inſure to them the Influence neceſſary to the due Execution of their important Truſt, would be continued to them ſo long as their Conduct ſhould furniſh no Cauſe of Complaint againſt them; but theſe Aſſurances, without ſome concurrent Teſtimony from the Vizier himſelf, would not have had the immediate Effect which I wiſh them to work: I was, at firſt, ſtruck with this Neceſſity, from the Circumſtances which Mr. Briſtow has ſet forth in his Addreſs of the 22d ultimo, reſpecting the Characters and Diſpoſitions of the Men who compoſe the Oppoſition againſt the Miniſtry, and which I have ſound, from every Enquiry I have been able to make, to be, ſo far as regards them, juſt. I have, indeed, had more convincing Proofs than my Predeceſſor, of the outrageous and deſtructive Lengths this Faction would dare to proceed, having been pretty well aſcertained that it has been a Meaſure agitated, and actually agreed on, to aſſaſſinate the Miniſter Huſſein Reza Cawn, and his Naib Hyder Beg, to make Room for Tipper Chund and Immaum Buxh, whom the Party have choſen for the Miniſtry.

(a) Vide Appendix, N° LV.

“ The Perſons who evidently appear to be the Principals in this Confederacy, are Immaum Buxh, Tipper Chund, and moſt of the Tellinga Rajahs. Although I am thoroughly convinced that his Excellency is unconcerned in, and unacquainted with, theſe Cabals, and that he is ſo far from harbouring Ideas correſpondent with ſuch Deſigns, that he has a good Opinion and a real Confidence in Huſſein Reja and Hyder Beg Cawn, both Men of Family, and among the oldeſt of the late Vizier's Dependants; yet ſuch is the Influence of the Orderlies (particularly Immaum Buxh), from being the Companions of his Pleaſures, over his Excellency's Affections, that I ſhould fear he might be ready to excuſe in them an Act which he himſelf would abhor the Commiſſion of, and even take the Perpetrators of it into the ſame Degree of Favour they before poſſeſſed. How ſoon an uncontrouled Reign of ſuch People would plunge the Nabob's Affairs, and this Country, into irredeemable Ruin, is but too obvious from the Miſchiefs which reſult from their preſent Influence, controuled and counteracted as it is. They are, indeed, of Characters, as infamous as they are, from the Waht of Abilities and every requiſite Experience, incompetent to the Charge of the Offices they wiſh to ſeize, by the Sacrifice of thoſe who now hold them. In ſo ſerious a Conjuncture as this, I thought it neceſſary to ſound the Nabob's Diſpoſition towards the Miniſters, and as I found that he entirely approved their Conduct, and had no perſonal Objections to them, or any apparent Wiſh to remove them for others, I thought it prudent to mention to his Excellency (but without telling him of the Cabals forming), that as he aſſured me he entirely approved of the Conduct of the Men already in Station, I could wiſh he would be pleaſed to honour them with ſome new Marks of his continuing Favour, that it might be apparent to the World the ſame Conduct would be obſerved towards them as heretofore; adding, at the ſame Time, that this would manifeſt to the World that I heartily joined in wiſhing to ſupport Men, whom his Excellency had firſt adopted, and ſtill deemed competent to the Charge of the important Offices they were entruſted with. I have the Pleaſure to acquaint the Honourable Board, that his Excellency, without the ſmalleſt Reluctance, but, on the contrary, with the utmoſt Cheerfulneſs, acquieſced in my Propoſal, and appointed laſt Night to beſtow Khelauts upon Huſſein Reza and Hyder Beg Cawn, which was accordingly done in my Preſence.

“ I hope the Honourable Board will approve the Conduct I obſerved on this Occaſion, which appeared equally neceſſary for the Preſervation of Tranquillity in the Vizier's Government, as for the Prevention of a Piece of Villany, ſhocking in its Nature, and in its probable Conſequences extremely deſtructive.

“ I have the Honour to be, with the higheſt Reſpect,

“ Lucknow, (Signed) “ Nath. Middleton,
the 9th Feb. 1777. Reſident at the Vizier's Court.”

Mr. Middleton. 11th February.

“ Honble. Sir and Sirs,

“ I had the Honour to addreſs you laſt under Date the 9th inſtant, acquainting you that the Vizier had excuſed himſelf from obeying his Majeſty's Summons. When his Excellency firſt diſcourſed with me on this Subject, he ſeemed doubtful as to the Part he ought to act on this Occaſion. On one Hand, he did not like to offend his Majeſty by a poſitive Refuſal, and on the other, he appeared perfectly ſatisfied that the Interview would neceſſarily be attended with an Expence which the preſent Situation of Affairs would ill afford. When I found him wavering, I thought it my Duty to offer my Advice, which I founded chiefly on the Arguments contained in my Addreſs to the Honble. Board of the 8th inſtant; adding that I thought, if his Excellency deemed his Compliance with this Summons inexpedient, his Anſwer might be conveyed to his Majeſty in Terms perfectly conſiſtent with the Reſpect and Allegiance he profeſſed to his Sovereign, and yet evidently imply his Determination to diſobey ſuch Calls. He was pleaſed to approve of the Counſel I gave him, and have now the Honour to encloſe you Tranſlations of his Anſwers to his Majeſty, and his Miniſter Abdut Ahud Cawn, together with a Tranſlate of an Argees, which the Nabob entreated me to write to the King, in order to ſtrengthen the Plea he had made uſe of to evade Compliance with his Requiſition. It was with Reluctance I conſented to addreſs the King at all on this Subject, eſpecially as no direct Application had been made to me; but I perceived that my heſitating to comply with ſo earneſt a Requeſt ſo ungraciouſly received, I deemed it imprudent to perſevere; and as the Argument the Nabob has urged is not merely fictitious, I flatter myſelf the Honourable Board will not diſapprove of my having ſo far interfered in this Matter, although unauthorized by their Inſtructions.

☞ [“ The Country of Gorruckpore, particularly that Part which lies contiguous to the Mountains, although not in actual Rebellion, is ſo far unſettled, as ſcarcely to be deemed a Part of the Vizier's

Dominions. The Revenue of that Diſtrict is rated at 560,000 Rupees; but, from the Manner in which the Payments have hitherto been made, I do not apprehend that more than Half that Amount will be realized: And the Reaſon which the Aumil aſſigns for this Failure is, the Number of Zemindars on the Confines of the Province, who, being in Poſſeſſion of Mud Forts, withhold their Revenue, under various Pretexts, until extorted from them by Force. Under theſe Circumſtances, the Charge of the Army neceſſary to be kept up, in that one Diſtrict, is almoſt equal to the Amount of the Collections.] (a)

"His Excellency intends to march towards Gorruckpore, as ſoon as the Ceremony of the Mohurrum is over. His Plan is to bring theſe Zemindars to an equitable Adjuſtment of their Accounts, to reduce all the Forts that are not immediately neceſſary for the Defence of the Country againſt foreign Invaſions, and to put thoſe in the Poſſeſſion of Men whoſe Fidelity and Allegiance he can rely upon.

(Signed) "Nath. Middleton,
Reſident at the Vizier's Court. (b)

"Lucknow,
the 11th Feb. 1777.

(And at the End of the Conſultation)
"Warren Haſtings,
J. Clavering,
R. Barwell,
P. Francis."

Read, from Mr. Middleton's Letter Book—B, already delivered in, the following Extract of a Letter from Mr. Middleton, to the Board, dated June 26th, 1777.

"To the Honble. Warren Haſtings Eſquire, Governor General, &c. Members of the Supreme Council at Fort William.

"Honble. Sir and Sirs,

"The Balances have by no Means encreaſed ſince my taking Charge of this Station, more than in Proportion to the additional Kiſts which have become due. In Truth, the Evils which have occaſioned theſe Balances, have originated from the Time of the Tuncaws, have continued to the preſent Period, and have been ſuch as neither my Predeceſſors or myſelf could poſſibly remedy; nor can indeed any Remedy be applied in future, but by the Adoption of a new Syſtem. It is my Duty to repreſent what theſe Evils are, and to propoſe what appears to me the only effectual Remedy, that the Honble. Board may take the Matter into their ſerious Conſideration, and either adopt the Mode propoſed by me, or ſuch other as they may deem moſt expedient. The Cauſes of ſuch Balances having accrued are, Firſt, the Revenues having been injured by the Lands having been given in Farm to improper People, particularly to Orderlies and Favourites about the Nabob; Men, as I have already obſerved, of the loweſt Extraction, moſt of them raiſed from common Sepoys, of Diſpoſitions as mean as their Extraction, and who, from Want of Education, muſt be totally deficient in the farming Buſineſs. Thus ignorant, and, as moſt
* Sic in Orig. Men ſuddenly raiſed to Power and Fortune are, rapacious, they have plundered the Reiates *
wherever they have had Charge of Provinces, and of Courſe made them deſert, deſolated the Country, and ruined its Revenues. Secondly, the Vizier's Deſire to raiſe his Revenues, which will ſcarcely in any Inſtance bear ſuch Encreaſe without certain enſuing Loſs; that has not only been the Caſe, on making new Bundabuſts, but often Two Months after Engagements entered into by Government with Aumils, when an Encreaſe on the Revenues has been offered by any Adventurer, without any Charge of Delinquency, or even a Failure on the old Aumil's Part. The Vizier, from his idle Extravagancies, ever diſtreſſed for Ready-money, and allured by the Pariſhgee uſually paid on the firſt Inſtallment of an Aumil, has accepted the new Offer, diſgraced the old Aumil, though an unexceptionable one, and put in a needy Adventurer, who if he does any Way realize his Encreaſe, muſt do it by plundering the Country, and ſucking the Blood of the Inhabitants. It is evident that Proceedings like theſe muſt deſtroy all Confidence in Government, and effectually deter any creditable Men, ſolicitous of performing their public Engagements, and to improve the Country, from taking the Lands. Laſtly and principally, in Addition to the foregoing Circumſtances, his Excellency's public and private Expences are ſo inordinate and diſproportionate to his Revenues, ſo totally ill calculated for any uſeful Ends, and the Conduct of them entruſted in
* Sic in Orig. ſuch improper Hands, his Paraſites, and the Miniſters of his * unworthy Pleaſures, that he is
perpetually ſurrounded with clamorous Creditors, and, to get rid of their Importunity, he grants freſh Tuncaws on the Lands, although thoſe he may formerly have given exceed the utmoſt Amount of their Rents, a great Part of theſe Creditors conſiſting of his Excellency's undiſciplined Troops: It is but too evident how much an Evil, ſo great in itſelf, muſt be encreaſed by ſo lawleſs a Rabble being let looſe on the Country, who will naturally plunder as they may be able, neither paying any Regard to what may be their juſt Demand, or the Mode in which they levy it; hence it has, within my Knowledge, frequently happened, that the Troops which have been ſtationed with an Aumil for his Protection and Aſſiſtance, have put him in Con-

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(a) Vide ſupra, Page 654.

(b) Vide Appendix, N° LVI.

finement, and not ſuffered him or his Officers to meddle with the Collections, until he has ſatiſfied their exorbitant Demands. Theſe united Cauſes have occaſioned the Balances which have fallen ſo heavy on the Company's and Military Tuncaws; Cauſes which it has been impoſſible to obviate, theſe Tuncaws having been only partial Drafts on the Revenues of particular Provinces, where the Vizier's Authority remained in full Force, and where the Reſident had no Troops to oppoſe the Nabob's lawleſs Rabble. I have been continually repreſenting to his Excellency the Impoſſibility of the Company's and Military Tuncaws being realized, while he continued granting others exceeding the Revenues of the Provinces. My Remonſtrances have however proved ineffectual, and I had no Authority over his Aumils in Oppoſition to his, the Evil has continued encreaſing inſtead of diminiſhing. Plunged irretrievably, as the Nabob is, in Idleneſs, Extravagance, and Luxury, it is vain to expect that he ſhould act, or indeed be able to act, another Year in a Manner leſs injurious to the realizing of the Engliſh Tuncaws, unleſs I am impowered by the Honble. Board to demand from his Excellency the excluſive Aſſignments of the whole Revenues of certain Provinces to an Amount equal to the Demands upon him, with an expreſs Stipulation that the Rents ſhall be wholly paid into my Hands, without any Interference on the Part of his Excellency's Government; ſo that it ſhall by no Means be allowable to diſmiſs the Aumils on whom ſuch Aſſignments are given, unleſs on a Repreſentation from me that they have failed in their Payments, or that, from their Conduct, I have Reaſon to apprehend ſuch Failure; alſo that the Troops ſtationed for the Service of the Collections ſhall by no Means be changed but at my Inſtance, in conſequence of any Complaints from the Aumil of their Miſbehaviour. If the Honble. Board think proper to authorize me to make the above Demands from his Excellency, I think I may venture to aſſure them that whatever may be due on the Honble. Company's and the Military Account at the Cloſe of this Year, may be very nearly, if not wholly, realized in the Courſe of next Year; eſpecially if the Honble. Board ſhould alſo judge proper to authorize me to demand from His Excellency, that only ſuch Troops as may really aſſiſt the Collections be ſtationed in the Provinces aſſigned me, to the Excluſion of Cavalry, which is not only an uſeleſs Eſtabliſhment, but a moſt pernicious Charge on the Country. (*a*)

(At the End of the Letter)

" Lucknow, (Signed) " Nathaniel Middleton."
the 26th June 1777.

Read, from the ſame Book, the following Letter from Mr. Middleton to the Board, dated the 9th of May 1777.

" To the Honble. Warren Haſtings Eſquire, Governor General, &c. Members of the Supreme Council at Fort William.

" Honble. Sir and Sirs,

" In my Addreſs of the 9th of February, I informed the Honble. Board of the Deſigns which I was pretty confidently aſſured were entertained by Imaum Buxh and his Aſſociates, againſt the Life of the Miniſter Mirza Huſſein Reza and his Naib Hyder Beg Cawn; and that to overthrow any encouraging Hopes they might entertain of ſuch a Piece of Villainy being approved of by the Vizier, or over-looked by the Engliſh, I had induced his Excellency to afford the Miniſters new and public Teſtimonials of his continuing Favour. I have Reaſon to think the above Meaſure operated ſo far as for a Time to make the Party drop the infamous Deſigns they then had in Agitation; and this I am led to ſuppoſe, from the Rumours, which were before univerſal, entirely ſubſiding. Since that Time however, and during the Nabob's Abſence on his hunting Expedition, Imaum Bux, finding every Opportunity he could wiſh to ingratiate himſelf with his Excellency, to miſrepreſent every Act of the Miniſters who remained with me at Lucknow, to ſhew his own Influence to thoſe about the Court, and practiſe unthwarted every Species of Cabal and Intrigue, and being probably egged on by diſaffected Men, more artful, and equally daring with himſelf, reſumed his Intentions of removing the only People whom he conſidered as Obſtacles to his having the entire Adminiſtration of the Vizier's Affairs. Conſultations are ſaid to have been frequently held about the Time and Manner at and in which this Deſign was to be executed. Certain it is, however, that he endeavoured to thwart every Act of the Miniſtry, that he ſtudiouſly courted every Opportunity of appearing the only Channel to the Nabob's Ear—that he perſuaded his Excellency to deprive the Miniſter, through his Agent, of the Privilege peculiarly annexed to his Office, that of receiving and communicating the Intelligence collected by the Dawke and Hircarrah Darogha Row Kauſhee Rajee, and that he ſounded all the Diſpoſitions of all the Courtiers of Conſequence towards him, throwing out Hints of various Kinds, at different Times, all tending to convince them, that in a very ſhort Time he ſhould have a much larger Share of Adminiſtration than he then poſſeſſed: At one Time particularly, I believe he gave it out that the Vizier had agreed, when the Bundburſt of the new Year came to be made, the Diſpoſal of Half the Country ſhould reſt with him (Imaum Buxh). There is, however, another Anecdote of him during this Period, too well authenticated by the Credibility of thoſe who were Ear Witneſſes to

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(*a*) Vide Appendix, Nº CCCXLV.

the Circumſtance, to admit of a Doubt that his Deſigns comprehended the Aſſaſſination of the Miniſters. In a mixed Company of the Courtiers, One Day riding out, he addreſſed himſelf to One of them, whom he wiſhed to bring over to his Views; and after a Converſation, plainly pointing out the Miniſters, for I am not certain whether he mentioned their Names, he obſerved that it was but a Piece of Prudence to kill one's Enemies, and thereby, as the only Way, put it out of their Power to do Miſchief. The Reply made to him was, 'That if he meant an open Attack as a Soldier at the Head of his Troops, againſt an armed Enemy, the Sentiment was not unexceptionable; but if he meant a private Attack upon his Life, it was an Idea unworthy any generous Mind.' He replied, 'No, no; it is but Prudence to put an Enemy to Death when and how you can.' Here the Converſation, which would doubtleſs have been more circumſtantial and explicit (had Imaum Buxh's Declaration met with a more favourable Reception) dropped. The Miniſters, alarmed at theſe Informations, and ſtill more ſo by the Alteration they obſerved in the Nabob Vizier's Behaviour to them ſince he had left Lucknow, and Imaum Buxh had had ſole Poſſeſſion of his Ear, came to me, and mentioned what I have now recited; which had indeed come to my Hearing in pretty nearly the ſame Terms from various Quarters: And I found it was a Matter univerſally believed, and generally talked of through the whole Country, that Imaum Buxh was to be Prime Miniſter, and that thoſe now in Power were to fall a previous Sacrifice to his Views. Convinced of the Neceſſity of addreſſing the Nabob immediately on this Head, I took the earlieſt Opportunity of mentioning what I had heard, and what I believed was in Agitation; but thoſe who had given me my Information having, through Fear of the Nabob's unplacable Reſentment for a Communication injurious to ſo ſtrong and blind an Attachment, made a Condition with me that I ſhould not diſcover them as the Authors, I could only mention theſe as Matters of univerſal and public Report; and which, upon this Footing only, could not be without Foundation. At the firſt Mention of theſe Circumſtances, his Excellency treated the Whole as Calumny and malicious Inventions of the Enemies of his Favourite. On my urging him warmly on this Head, and putting him in Mind of the fatal Accident which had happened in the Inſtance of Moctanul Dowla to him, as unforeſeen as this would be ſhould it happen, he declared his perfect Conviction that Imaum Buxh, whom he called a harmleſs inoffenſive Boy, would never have harboured any Deſigns of this Nature; but that there poſſibly might be ill diſpoſed People about him, endeavouring to poiſon his Mind, which might have occaſioned theſe Rumours, and that he would enquire into the Matter. He often urged me, as he had alſo done the Miniſters, to give up the Authors of the Intelligence; but tied down as I had been, and ſenſible of my own Inability to protect them againſt the Effects of Imaum Buxh's Reſentment, I was obliged to make the ſame Reply as the Miniſter did, that I was not at Liberty to diſcover my Authors, and that there was little Neceſſity for it, as a very ſlight Enquiry among thoſe who were with him on his Hunting Party, would convince him, that he was probably the only Perſon of his Camp to whom theſe Tranſactions had remained a Secret. The Vizier has enquired into the Matter, and there is too much Reaſon to ſuppoſe from the Sequel, that he has been convinced of the Guilt of his Favourite, to whom he is, however, too blindly attached not to endeavour to hide the Truth, as if demonſtrated, he could not, with any Conſiſtency, longer continue to him the Poſts he holds, or any Degree of his Countenance. Two Days paſſed in cloſe and repeated Conſultations between his Excellency, Sollar Jung, Imaum Buxh, and various of his Courtiers; the Nature of which could not be aſcertained, as the ſtricteſt Orders were given to prevent any Body from invading the Nabob's Privacy at theſe Times. During theſe Conſultations, Kauſhee Raujee, Currun Sing, Hubbeeb Beg, and ſome others, the immediate Dependants of Imaum Buxh, and deep in every * Plate and Conſultation with him, were, I believe, certainly tampered with; and when Matters were ſettled, the Nabob, in his Durbar, called for Imaum Buxh, told him in publick what he had heard, acquainting him that he was certain of his having diſaffected Men about him, who endeavoured to warp his Mind, and lead him from his Duty; that his pardoning the Fault he had committed in giving Ear to any ſuch evil Suggeſtions, depend on his naming his Adviſers, when he might be ſure of his Pardon, and continued Favour, as the Event of his concealing them, he ſhould incur his higheſt Diſpleaſure. He then named Kauſhee Raujee, and Currun Sing, who were ſent for, and Imaum Buxh declared before them, that they had by every Suggeſtion endeavoured to make him look on the Miniſters as his Enemies, and as People whom he ſhould endeavour to overthrow by every poſſible Means; and that ſo far from liſtening to their Suggeſtions, he always declared, 'That he was ſatisfied in every Reſpect with the Miniſters; that were it otherwiſe, One or 'Two of his People were ſufficient to remove them.' This was all the Scrutiny that paſſed relative to any Deſigns or Advices importing any Attack on the Lives of the Miniſters; reſting the Matter on the Depoſition of the real criminal Imaum Buxh, who thus declared his own entire Innocence. The Nabob, without hearing Kauſhee Raujee, or Currun Sing, in Reply, or queſtioning them at all, ordered them both to be baniſhed his Dominions, with their Families, in the Inſtant, and the Charge of the Daukes to be as inſtantly delivered over to Poorun Chund. So extraordinary an Examination, in which his Excellency plainly diſcovered that nothing could be farther from his Heart, than to bring the Truth, as far as reſpected his Favourite, to Light, in which he had even paid no Reſpect to Appearances, by an Inveſtigation which Kauſhee Raujee and Currun Sing might have been prepared for by Threats and promiſed Indulgencies, ſo as to have uttered nothing which might tend to prove the Favourite's Guilt, and above all, the Hurry with which theſe

People

* Sic in Orig.

People were baniſhed the Kingdom, inclines me to ſuſpect theſe Proceedings, and in Particular the latter Order, were meant to put a Diſcovery of the real Truth out of the Reach of Poſſibility, and convinced me, could I have had any Doubts before, not only that the Favourite was guilty of what was laid to his Charge, but that the Nabob alſo was confirmed in this Belief, and choſe to ſacrifice every Thing to the Security of his Favourite. As this Matter appeared too important to be thus paſſed over, and a Victory of this Kind might even encourage Imaum Buxh to perſiſt in his infamous Deſigns, I ſent to his Excellency, acquainting him, that I was informed he examined Kauſhee Raujee, and Currum Sing, and that their Guilt having been proved, he had ordered them into Baniſhment. That as it was well known there were many others concerned, I muſt beg that he would for a few Days defer the Baniſhment of theſe People, as from their Depoſitions probably all their Accomplices might be diſcovered; that as it was of the utmoſt Moment they ſhould not be ſuffered to eſcape, and as his Troops, who were under Imaum Buxh, might favour ſuch an Attempt, for various Reaſons, I requeſted that he would order them into the Confinement of his own Body Guard.—His Excellency returned me for Anſwer, that he thought it not neceſſary to put any Guard over them; that their Guilt had been proved; and that he had ordered them into Baniſhment, which he judged a proper Puniſhment for the Crime proved on them, and on them alone. After repeated Meſſages, which paſſed between us from Nine o'Clock at Night till Three o'Clock in the Morning, Hours at which I judged it improper to break in upon his Privacy myſelf, his Excellency reluctantly conſented to have theſe People confined, and ſent them to me to keep in Cuſtody. This happened the Night before laſt, ſince which I have not been able to get any Confeſſion from Kauſhee Raujee, except that what Imaum Buxh laid to his Charge was an entire and abſolute Falſehood; nor from Currun Sing, who even proteſts that until he came to me he was entirely ignorant of what was laid to his Charge, or what was his ſuppoſed Crime. I wiſh I may be able to extract any Thing more ſatisfactory from theſe People or others; but I own I have my Fears of getting ſufficient Authorities to produce before his Excellency, ſince he has convinced the World, by the whole Courſe of his Proceedings in this Matter, of his Reſolution to protect and extricate his Favorite; and therefore every Man, who is at all dependant upon his Authority, will be afraid of incurring his Diſpleaſure, by uttering Truths he would wiſh to remain concealed. Should any Thing further relative to the Deſigns of Imaum Buxh tranſpire, I ſhall duly inform the Honble. Board; in the mean Time, I hope to be favoured with their Sentiments, that I may be ſatisfied how far the Honble. Board may be pleaſed to approve my Conduct in this Inſtance, and in what Manner they would wiſh me to act on any future Occaſion of a ſimilar Nature. I am particularly anxious to be aſcertained on theſe Two Points, from a Conviction that Imaum Buxh's Deſigns will be little diſcouraged from the Checks he has juſt now received.

" I have the Honour to be, &c.

" Lucknow, (Signed) Nath. Middleton."
the 9th of May 1777.

Read, from the ſame Book, the following Letter from Mr. Middleton to the Board, dated the 6th June 1777.

" To the Honble. Warren Haſtings Eſquire, Governor General, &c. Members of the Supreme Council at Fort William.

" Honble. Sir and Sirs,

" It is with the trueſt Satisfaction I now acquaint the Honble. Board, that the Nabob has been pleaſed to diſmiſs Imaum Buxh from all the Offices he held, and to baniſh him his Dominions. It is not eaſy to aſſign the Cauſe of ſo ſudden and ſo total a Change in his Excellency's Conduct, towards a Man who but the Day before poſſeſſed his unbounded Confidence, and was entruſted with the uncontrouled Exerciſe of his whole Authority: And I beg Leave to aſſure the Honble. Board, I ſhall leave no Means untried to penetrate the real Motives of this unaccountable Maneuvre, and duly inform them of the Reſult of my Enquiry. I have, in my former Letters to the Board, enlarged upon the Character and Conduct of this Favourite, and I have frequently remonſtrated to the Nabob againſt his licentious Proceedings, but without Effect. His Excellency's general Reply to all my Repreſentations was, that the Enemies of Imaum Buxh had prejudiced me againſt him—that he was a weak inoffenſive Boy, innocent of the many Charges which had been alledged againſt him, and by no Means deſerving of my Reſentment. I had, however, ſo many Proofs of the Malignity of his Diſpoſition, of his low Ambition, and of his entertaining Deſigns againſt the Life of the Miniſters, that I thought it my Duty to mark, by every public Teſtimony in my Power, my Diſapprobation and Abhorrence of his Conduct. I accordingly forbade his coming to me, in common with the Nabob's other Courtiers and Dependants, upon Viſits of Ceremony; and acquainting his Excellency, at the ſame Time, with my Reaſons for this Prohibition, I deſired he would never employ him either perſonally or otherwiſe, as an Agent in any of his Tranſactions with me, for that I thought it incompatible with the public Character in which I appeared at his Court, and with what I conſidered due to my private one, to admit a Man of ſo mean and deteſtable a Character into my Preſence, or to any Kind of Communication with me, His Excellency made many Attempts to prevail upon me to withdraw this Prohibition, but I never would yield my Conſent; and I have Reaſon to believe this Treatment, and my frequent Remonſtrances to the Nabob, impoſed ſome, though a very inſufficient, Reſtraint upon his Conduct. I confeſs, however, I was to the laſt apprehenſive for the Safety of the Miniſter, and I am perſuaded, that nothing but the Conviction Imaum Buxh had, that the whole Army, and every Man about the Court, a very few of his own Creatures only excepted, deteſted his Character, and would have been ſhocked at the Idea of any Violence to the Miniſter, whoſe Character is as reſpectable as his was infamous, prevented his attempting to carry into Execution what he had more than once had in Agitation.

" Lucknow, the 6th June 1777.

" I have the Honour to be, &c.
(Signed) " Nathaniel Middleton."

Read, from the ſame Book, the following Extract of a Letter from Mr. Middleton to the Board, dated the 27th June 1777.

" To the Honble. Warren Haſtings Eſquire, Governor General, &c. Members of the Supreme Council at Fort William.

" Honble. Sir and Sirs,

" I am now to acknowledge the Receipt of the Honble. Board's Letter of the 26th of May, with a Tranſlation of an Addreſs from the Governor General to the Vizier, the Original whereof was forwarded to me by the Perſian Tranſlator.

" The Subject of this Addreſs affording me a favourable Opportunity of pointing out to the Vizier the many Evils which, notwithſtanding the Removal of Imaum Buxh, ſtill exiſt in his Government, and the Meaſures which appeared to me neceſſary to a Reform, I thought it highly expedient to embrace ſuch an Occaſion; and that I might omit nothing which could tend to convince his Excellency of the Dangers to which he was expoſing himſelf, by ſo injudicious a Selection of Men to fill the Offices of his State, and impreſs the more ſtrongly on his Mind the Neceſſity of an immediate Reform, I had previouſly prepared a Repreſentation in Writing, which, after delivering the Governor General's Letter, and enlarging a little upon the Grounds of it, I preſented to him; and have now the Pleaſure to encloſe the Honble. Board a Tranſlation of it for their Information: I have the moſt ſanguine Hopes that the Governor General's Letter, enforced by my perſonal Repreſentations, will be productive of ſalutary Effects; and I ſhall be happy to find my Conduct in this Inſtance meets with the Approbation of the Honble. Board. The Nabob expreſſed on this Occaſion the fulleſt Confidence in the Honour and Integrity of his Miniſter, Huſſein Reza Cawn, aſſuring me that he had committed the entire Government of his Houſhold and Country into his Hands, and that he would in no Inſtance ſuffer any other Authority to be brought in Competition with his. So ſtrong, however, is his Attachment to his Favourites, and ſo powerful is their Aſcendancy over him, that I do not expect the Miniſter will venture, of his own Accord, to make any ſpirited Efforts to deſtroy the pernicious Influence they at preſent have in the Country; it will nevertheleſs occur to the Honble. Board, upon a Review of the Characters and Diſpoſitions of the Men who now comprize his Excellency's Favourites, Men of mean Extraction, raiſed from the moſt menial Occupations, and totally void of Education and every Requiſite to qualify them for Men of Buſineſs, that ſuch a Step is indiſpenſable* neceſſary to a Reform in the Adminiſtration of this Government. It is indeed true that the Removal of Imaum Buxh from his Excellency's Preſence has entirely put a Stop to thoſe Cabals and Machinations which were perpetually forming againſt the Miniſter, and left him perfectly at Reſt as to his perſonal Security: But to give his Adminiſtration its full Effect, and to eſtabliſh his Authority throughout the Country, the Reſt of the Favourites ſhould be deprived of the Share they hold in the Civil Government of the Country, and if poſſible of their Military Commands;—from the former they derive an Influence which the Miniſtry cannot effectually controul, and the latter muſt even make it their Intereſt to oppoſe any Attempts at a Reduction of Expence in the Department where it is moſt required. As his Excellency promiſed to give me his Sentiments at large on all theſe Points at a future Interview, I ſhall again renew the Subject in my Correſpondence with the Honble. Board. (a)

* Sic in Orig.

" Lucknow, the 27th June 1777.

(At the End)
(Signed) " Nath. Middleton."

Read, from the ſame Book, the following Letter from Mr. Middleton to the Board, dated the 25th July 1777.

" To the Honble. Warren Haſtings Eſquire, Governor General, &c. Members of the Supreme Council at Fort William.

" Honble. Sir and Sirs,

" I had the Honour to addreſs the Board under Date the 27th June, acquainting them of my having delivered to the Vizier the Governor General's Letter, on the Subject of the Abuſes in the

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(a) Vide Appendix, N° CCCXLVI.

Adminiſtration of the Affairs of this Government; and at the ſame Time encloſing them a Tranſlation of the Repreſentation which I made to his Excellency on that Occaſion. I have ſince renewed the Subject in repeated Converſations with the Nabob, and have the Pleaſure to acquaint the Honble. Board, that his Excellency has at Length conſented to iſſue Perwannahs to all the Aumils and Officers of his Government, ſignifying his having inveſted Huſſein Reza Cawn with full Authority as Naib, to make and regulate the Settlement of the Country, and requiring them to conſider Huſſein Reza Cawn's Orders in every Reſpect as his own, under Pain of his higheſt Diſpleaſure, and the ſevereſt Puniſhment in caſe of Diſobedience. He is in conſequence immediately to receive a Khelaut, in Token of ſuch Power having been delegated to him; and Hyder Beg Cawn is to have the ſame Mark of Favour conferred upon him, in Teſtimony of his Excellency's Approbation of him as Naib to Huſſein Reza Cawn. It is neceſſary, however, I ſhould acquaint the Honble. Board, that this Delegation of Authority has not been made without Exceptions which will in ſome Meaſure obſtruſt the Miniſter's Endeavours to introduce a general Reform. His Excellency inſiſts, in Spite of every Perſuaſion and Argument I could urge againſt it, that the Province of Beiſwarrah, formerly yielding a Revenue of 15 Lacks, ſhall be continued under the Management of his Favourite Rajah Bowanny Sing, who held it laſt Year, who turned out and expelled the Zemindar, though one of the oldeſt and moſt reputable in the Nabob's Dominions, and who has in fact, by a corrupt and imprudent Diſcharge of his Truſt, nearly ruined that once flouriſhing Province. The Pretence on which his Excellency grounds this partial Diſtinction in Favour of Rajah Bowanny Sing is, that the Revenues of Beiſwarrah have always been delegated to the private Expence of his Houſhold, and that it is therefore but reaſonable his private Pleaſure alone ſhould regulate the Diſpoſal of it. He hitherto perſiſts, with equal Poſitiveneſs, in refuſing to give the Miniſter that Controul over his Army, which is neceſſary to enable him to reduce the enormous Expence of that Eſtabliſhment, declaring that he can never willingly conſent to his Troops being made ſubject to any Orders, but ſuch as iſſue immediately from himſelf; but with Reſpect to the Expence, he has ordered an exact Eſtimate of the preſent Military Eſtabliſhment to be laid before him, which he aſſures me he will himſelf carefully reviſe, and reform ſuch Troops as ſhall appear to him ſuperfluous, or beyond his Finances to ſupport. I confeſs, however, I have but very faint Hopes that his Excellency will give that Attention to this Object which it requires, or if he ſhould, that he will, of his own Accord, make any Reductions; it may therefore be neceſſary to reſume this Subject at ſome future Period. In the mean Time, as the Settlement of the Country, and placing the Management of the Revenues in reputable Hands, appeared to me an Object of the firſt and moſt immediate Concern, I have hitherto thought it beſt to confine myſelf ſolely to that Object, which once effected in ſuch a Manner as may ſecure the Revenues, and guard againſt thoſe Abuſes which have ſo long exiſted in this Government, to the great Injury of his Excellency, and the Honble. Company's Claims, I ſhall give equal Attention to the neceſſary Reform in his Excellency's Expences, and every other Point recommended in the Governor General's Letter, and I doubt not, but by repeated Repreſentation, I ſhall be able to impreſs upon his Excellency's Mind, the Neceſſity of the Reform which has been recommended to him.

" I have the Pleaſure to encloſe you a Copy of the circular Perwannah, which has been iſſued to all the Aumils reſpecting Huſſein Reza Cawn, and have forwarded by this Dawke his Excellency's Anſwer to the Governor General's Letter on the above Subject.

" I have the Honour to be, &c.
(Signed) " Nath. Middleton."

" Lucknow,
the 25th July 1777.

Read, from the ſame Book, the following Letter from Mr. Middleton to the Board, dated October 6, 1777.

" To the Honourable Warren Haſtings Eſquire, Governor General, &c. Members of the Supreme Council, at Fort William.

" Honble. Sir and Sirs,

" The many ſtriking Inconveniencies which reſult to the Vizier's Government for the Want of his Authority being firmly eſtabliſhed throughout the Doaub, and the Impoſſibility of introducing perfect Order and Subordination in a Country filled with Zemindars, who conſider themſelves in a great Meaſure independent, while the Means of Oppoſition are continued in their Hands, induce me to recommend to the ſerious Conſideration of the Honble. Board, the Renewal of the Service Colonel Goddard was laſt Year employed upon, under ſuch Limitations and Reſtrictions as they may think expedient. Theſe Countries, from the Decline of the Mogul Empire, to the Period of their being annexed to the Vizier's Dominions, have been a Theatre of continual Wars. During that Interval, they were not only ſubject, on all Sides, to the Incurſions of rapacious Invaders, but to the Ravages of their own numerous Rulers, who were perpetually at Variance, and mutually exerciſing every Species of Cruelty and Oppreſſion upon the Adherents of each other. In this State of Anarchy and Confuſion, every Man of Property or not in the Country thought it neceſſary to erect ſome Kind of Defence for the Security of his Family and Effects againſt the Attacks of his Neighbours, and in Proportion as he became formidable to them, he adopted Principles of Independency, which have been tranſmitted from Father to Son, until the Idea of Subjection to any Superior has been almoſt totally loſt.—Hence it has happened that the Provinces of Korah and the Doaub abound in innumerable Forts, which, although not capable of ſtanding a regular Siege, were yet a ſufficient Defence againſt the Attacks of a fugitive Banditti, which entered the Country with no other View, but to plunder and deſtroy, and are now, as Experience daily evinces, formidable enough to reſiſt the Authority of the Aumil.—The late Vizier, convinced of the Impoſſibility of eſtabliſhing any regular Government in theſe Countries, while ſo many Bars of his Authority were ſuffered to exiſt, raſed ſeveral of theſe Forts in the Korah Province; and, I am informed, was determined to have done the ſame in the Doaub; but the Rohilla Campaign, which immediately ſucceeded his Conqueſt of that Country, obliged him to ſuſpend his Intention. I agree with the Honble. Board, that it would be extremely impolitick to deſtroy the Defences of a Country, admitting them really to be ſuch; but, guarded as theſe Provinces are by the Rivers, I humbly conceive theſe Forts in general, were they even in the Hands of Government, would not be conſidered as any actual Defence to the Country, and that the wiſeſt Syſtem the Vizier could purſue for his own Security would be to improve the natural Strength of his Boundary, which might be done, and at no very heavy Expence, by erecting a few ſtrong Mud Forts in proper Situations upon the Banks of the Jumma, and garriſoning them with ſmall Parties of regular Troops; by which Means an Enemy from the Quarter it would ſeem his Excellency has moſt to dread it, might be awed, and perhaps ſucceſsfully oppoſed, in any hoſtile Attempt upon the Doaub. But the ſtrong Holds in the internal Parts of the Country, as they are now circumſtanced, inſtead of being any real Security to the Vizier's Government in caſe of an Invaſion, might, with great Propriety, be conſidered as ſo may Reſources in the Hands of the Enemy; for many of the opulent Zemindars who poſſeſs Forts in this Country, excluſive of the natural Ties of Religion, have alſo Dependancies and even Family Connections with the Mahrattas and the other neighbouring Powers to the weſtward of the Jumma, which would probably make them ſecretly encourage and aſſiſt, if not openly join them, in any Attempt to ſubvert the Vizier's Authority. Independent therefore of any Conſiderations of immediate Improvement to the Revenue, it certainly behoves his Excellency to guard as much as poſſible againſt a Species of Treachery which might at ſome Time or other endanger even his very Exiſtence; and this I apprehend can only be done effectually, either by demoliſhing the Forts altogether, or by garriſoning ſuch as may be thought of Conſequence with his Excellency's own Troops. The latter Expedient would obviate any Dangers of the Nature I have mentioned, and be equally effectual in eſtabliſhing the Vizier's Authority throughout the Country, but it would oblige him to maintain a larger Military Eſtabliſhment than he would otherwiſe have Occaſion for; which, in the preſent embarraſſed State of his Finances, is a Conſideration to be attended to. With reſpect to the Zemindars themſelves, it would make no eſſential Difference which Alternative was adopted, as I apprehend they would juſt as ſoon ſuffer the Forts to be deſtroyed, as conſent to their being garriſoned by any Troops but their own; ſince the one, as effectually as the other, would prove fatal to their Views of Independency. In either Caſe actual Force will be neceſſary, though I ſhould hope that vigorous Meaſures, and a few ſevere Examples of the moſt refractory of them, would ſhew the Reſt that Oppoſition were vain, and induce them to ſurrender their Forts without Reſiſtance. Certain, however, I am, that while they are permitted to retain them on their preſent Footing, they will prove an inſuperable Obſtacle to the Eſtabliſhment of the Vizier's Authority; and conſequently, to the Exaction of the legal Dues of his Government. I humbly ſubmit theſe Conſiderations to the Judgement of the Honble. Board, requeſting to be favoured with their Sentiments and Inſtructions as ſoon as may be, as the proper Seaſon for Field Service is now opening; and if the Board approve of the Plan I have recommended, the ſooner it is carried into Execution the better, in order that the Service may be accompliſhed before the Expiration of the cold Months.

" Lucknow,
the 6th October, 1777.

" I have the Honour to be, &c.
(Signed) " Nath. Middleton."

Read, from Book 590, already delivered in, the following Extract of a Conſultation of the 3d November 1777, beginning at Page 925 of the ſame Book.

" Fort William, the 3d November 1777.

Secret Dept.
Monday.

" At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
Richard Barwell,
Philip Francis, } Eſquires.

" Honble. Sir and Sirs,

" I earneſtly entreated him to peruſe with Attention a Statement of his Affairs, to mark the enormous Sum which had been laſt year expended in Jaghyrs, Penſions, and Houſehold Charges, and from that he would be convinced of the Impoſſibility of Huſſein Reza Cawn, or any other Miniſters, providing Funds for all the Exigencies of his Government.

" After much Perſuaſion, he conſented to Hyder Beg Cawn's being called in, and a conſiderable Time was employed in reading and explaining the Accounts; but I am ſorry to ſay, to very little Effect: For although His Excellency appeared clearly convinced of the Neceſſity of a Reform, and earneſtly recommended one; yet would he not, on any Account, permit it to extend to the Jaghyrs, or Emoluments of his Favourites, or indeed to any of thoſe Sources of Expence where there was the moſt Room for it. He diſtinguiſhed by Name thoſe Perſons who were to retain Poſſeſſion of their Jaghyrs and Immunities, and the Diſburſements which the Miniſters were not to interfere with. In this partial Diſtinction were included the Jaghyrs and Roſs-aulahs of all his Orderlies and other Favourites, without Exception, and all his civil Diſburſements under the Denomination of Doab Charges: So that, in Fact, he left nothing for the Miniſters to do; as every Reduction which could poſſibly be made in the Departments immediately under their Controul, had already taken Place; and the heavy Jaghyrs, excepting thoſe to the Begum, the late Vizier's Family, the Son of Mocktar ul Dowla, and a few old Dependants, which he knew could not with Propriety be taken away, his Excellency had particularly ſtipulated for. (a)

(At the End of the Letter)

" Lucknow, (Signed) " Nath. Middleton."
10th October 1777.

(And at the End of the Conſultation)
" Warren Haſtings,
Rich^{d} Barwell,
P. Francis."

Read, from Mr. Middleton's Letter Book E. already delivered in, the following Extract of a Letter from Mr. Middleton to Mr. Purling, dated the 5th November 1779.

" To Mr. Charles Purling, Reſident at the Vizier's Court.

" Sir,

" The Rule I have in general obſerved in ſettling and realizing the Company's Tuncaws, is firſt to obtain from the reſpective Aumils, on whom the Aſſignments are given, Tammaſooks and Kiſtbundees for the Amount, and agreeable to theſe Documents, to make any Demands upon them. Half the Kiſt I have generally claimed on the 15th, and the Remainder at the Expiration of the Current Month; and for your Guidance, in Reſpect to the Powers and Authority the Honble. Board have thought * to allow the Reſident for this particular Purpoſe, I beg Leave to refer you to their Letter of Inſtructions addreſſed to my Predeceſſor, under Date the 18th of September, and to ſubſequent Letters to myſelf. I would earneſtly recommend to you in no Inſtance to relax in punctually demanding and exacting, by every Means in your Power, the Payment of the Kiſts as they become due, for the Nabob's Aumils in general pay little Regard to the Tenor of their Obligations, unleſs ſtrictly watched and importuned; and his Excellency, however cautious he may be of openly encouraging them in their Attempts to withhold their Payments, will be but little diſpoſed to puniſh them for it, while he can obtain for his own Purpoſes any Part of the Collections mortgaged to the Reſident, which he frequently contrives to do, to the great Prejudice of the Company's Tuncaws. You cannot be too careful and circumſpect to prevent the Nabob's encroaching on the Jaidaads aſſigned for the Company, which, unleſs oppoſed, he will conſtantly be endeavouring to do, in order to anſwer his own extravagant Purpoſes, or the Views of his Favourites, who not uncommonly prevail upon him to give them Tuncaws on Diſtricts which have before been fully aſſeſſed for the Company, depending upon the Influence which they derive from their Aſcendancy at the Court for the Recovery of them, in Preference to other Claims; a Practice of which I have frequently complained, but never was able entirely to prevent. The Mode preſcribed by the Board for Receipts from the Nabob, is particularly explained in their Commands the 26th of Auguſt 1776.

* Sic in Orig.

" Lucknow, (At the End)
the 5th Nov. 1779. (Signed) " Nathaniel Middleton."

The Counſel for the Defendant informed the Houſe, that having ſhewn the Deſcription of Perſons whoſe Influence the Defendant had endeavoured to counteract, they wiſhed next to have proceeded to the Proof that the Two Miniſters, Huſſein Reza Khan and Hyder Beg Khan, were the only Two Perſons fit to be ſelected to promote the Engliſh Intereſts in that Country; for which Purpoſe it was their Intention to have firſt read a Letter from the Reſident to Lord Cornwallis on Occaſion of the Death of One of thoſe Perſons, Hyder Beg Khan, who died in the Month of

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(a) Vide Appendix, N° CCCXLVII.

June 1792; but the Book which contained the Document in Queſtion not being at Hand, they would, in the mean Time, compleat an Extract already given in Evidence by the Managers for the Commons, by reading the whole Letter from which the ſame was taken.

Read, from Book 82, already delivered in, the following Extract of an Appendix to a Conſultation of the 12th June 1783, beginning at Page 149 of the ſame Book.

“ Appendix to Conſultation 12th June 1783.

§ (“ To the Honourable Warren Haſtings, Governor General, &c. &c.

“ Sir,

“ The very great Inconvenience, Loſs, and Indignities to which the Vizier has long been ſubject, from the Authority and Dominion aſſumed and exerciſed by the Jagheerdars with the Support of armed Force, and the Impoſſibility of ſtriking out any Medium by which theſe Evils could effectually be remedied, have induced his Excellency to reſume all the Jagheer and Marofee Lands throughout his Country, promiſing to ſuch Perſons as have juſt or equitable Claims to his Bounty, or thoſe guaranteed by the Company for the Amount of their Jagheers, Allowances in Ready Money equal to the Net Sum they ſhall appear to have annually realized from their Jagheers.”) §

☞ [(*a*) “ This Meaſure, the Utility, and I may ſay the abſolute Neceſſity, whereof will not be diſputed by any one who has an Opportunity of obſerving the Conduct of the Jagheerdars in general, and particularly ſome whoſe Incomes enabled them to maintain Armies, not only ſuperior to thoſe of the Aumils of the Country, who ſhould properly be a Check upon them, but even ſufficient to reſiſt the Force of the State itſelf, has met with violent Oppoſition from the Bhow Begum, who falls particularly under the laſt Deſcription, and whoſe Power is rendered the more pernicious and dangerous, Firſt, From its being wholly delegated to her Servants, who have their own Views of Ambition and Intereſt to anſwer; and in the next Place from the Reluctance with which the Miniſters, and even the Nabob himſelf, interfere with any Concerns of the Begum.] ☜

§ (“ From theſe Two Circumſtances, ſtrengthened by the immenſe Wealth in her Poſſeſſion, alſo intruſted to her Two Chief Eunuchs, Bahar and Jowar Ally Cawn, and her unreaſonable Expectations of Support from the Engliſh Government, of all which ſhe and her Servants avail themſelves to the utmoſt, ſhe is become One of the moſt ſerious internal Evils that, among others, ſeems to bid fair to give great Diſturbance to this Country.

“ The great Awe in which the Nabob, and of courſe every one under him, ſtands of her Diſpleaſure, leaves without Bounds or Reſtraint the Effects of her uncommonly violent Temper. Death and Deſtruction is the leaſt * me Menace ſhe denounces, upon the moſt trifling Oppoſition to her Caprice.

* Sic in Orig.

“ By her own Conduct, and that of all her Agents and Dependants during the Benares Troubles, it may, with Truth and Juſtice, be affirmed, ſhe forfeited every Claim ſhe had to the Protection of the Engliſh Government, as ſhe evidently, and it is confidently ſaid, avowedly eſpouſed the Cauſe of Rajah Cheyt Sing, and united in the Idea and Plan of a general Extirpation of their Race and Power in Hindoſtan.

“ Her Agent at Taunda, who is the Cheyla and adopted Son of Bahr Ally Cawn, her principal Miniſter, treacherouſly turned his Guns upon Lieut. Gordon's Detachment, and was by that Gentleman's Account the ſole Cauſe of the Loſs of it. She gave every Encouragement in her Power to the Adherents of Cheyt Sing by her Agents; aſſiſting them in raiſing Troops in the Town of Fyzabad; promiſed, and as is generally believed, actually advanced Money to the rebellious Rajahs of the Vizier's Country; raiſed Troops to ſupport them, and iſſued Perwannahs for their Operations againſt the Forts garriſoned by the Nabob's Troops under the Command of Britiſh Officers; all which is fully ſtated in the Depoſitions made by Colonel Hannay and the Gentlemen of his Corps. Notwithſtanding all theſe Facts, upon the general Reſumption of the Jagheers I made the Rents of her Lands payable to me, under an Engagement of making the Amount good to her by ſuch Inſtallments as ſhe might direct; in Return for which I have received Letters from her, containing the moſt groſs Abuſe, and the wildeſt Threats that can be tranſcribed, Copies of which I have the Honour to encloſe.

“ Her chief Agent, Bahar Ally Cawn, has marched a conſiderable Force into Nabob Gunge, One of her Jagheers, declaring that if any Attempt is made to reſume it, he will lay the whole Country of Goonda waſte. Theſe declared and repeated Acts of Rebellion are ſurely more than ſufficient to forfeit all Claim whatever to the Interference in her Behalf from our Government; and if ſome Stop is not immediately put to it, it appears but too certain that ſhe will

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(*a*) Vide ſupra, Page 713.

" light a Flame throughout theſe Provinces, which if not difficult to extinguiſh will at leaſt put " a heavy Bar to the Company's Collections here. I cannot therefore avoid making theſe Re" preſentations to you, or doubt but you will approve of the Vizier's immediately taking thoſe " Steps which may be neceſſary for effectually eſtabliſhing his Government and Authority, and " depriving the Begum of thoſe great Reſources which ſhe has ſhewn it would be extremely " impolitic and unſafe to truſt longer in her Hands. On this Subject the Nabob has communi" cated to me his Sentiments in a long Letter, Copy whereof I have the Honour to encloſe you; " in which you will obſerve he ſignifies his Intention of proſecuting his legal Claims upon her " for the Public Treaſure and Effects belonging to his Inheritance from his Father, which ſhe " detains from him, and ſquanders in ſuch deſtructive Purpoſes, while he is overwhelmed by " Public Debts, principally incurred by his Predeceſſor, and on Account of his Inability to diſ" charge which the Company have indiſpenſably been driven to take upon themſelves the Bur" then of a large Military Eſtabliſhment hitherto entertained for their Service at the Charge of " the Nabob.

" On this Head I think it unneceſſary to offer any Remark, since a Reference to the eſtabliſhed " Laws and Cuſtoms of the Country will ſufficiently prove his Excellency's inherent Right to " claim the Property of his Predeceſſor.

" I muſt alſo take the Liberty to add my Opinion, that unleſs Fyzullah Cawn, remotely ſituated " as he is, out of Reach of Interruption, in the Centre of his own Tribe and Country, connec" ted uninterruptedly with the other Two remaining Patan Powers, becomes included in this ge" neral Reform of the Jagheer, or ſome effectual Check impoſed upon him, the Whole may prove " abortive, while, if fully enforced, may ſave this Country, and with it poſſibly much of our " own Blood and Treaſure.

" I have the Honour to be,
&c. &c.

" Lucknow,
the 27th Dec. 1781.

(Signed) " Nathaniel Middleton,
Reſident at the Vizier's Court.") (a) §

The Counſel for the Defendant informed the Houſe, they ſhould next produce an Order from the Board to Mr. Briſtow, requiring him to ſend an Account of Money paid to the Begum, upon Account of Jaghires.

" Fort William, 21ſt October 1783.

Secret Dept.
Tueſday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
John Macpherſon, and John Stables, } Eſquires.
Mr. Wheler abſent up the Country.

Read the following Letter from Mr. Briſtow.

Mr. Briſtow's, dated 25th September.

" Honble. Sir, and Gentlemen,

" I have received your Commands of the 28th ultimo, and now tranſmit you a Liſt of the Jaghyres reſumed ſince the Agreement made by the Honble. the Governor General with his Excellency the Vizier, at Chunar, in September 1781, as furniſhed me by Hyder Beg Cawn. The Liſt I had formerly the Honour to forward to your Honble. Board, was the Sum propoſed to be allowed to the Proprietors in Lieu of the Income of their Jaghyres, and not the actual Amount. My aſcertaining theſe Particulars has occaſioned the Delay in my replying to your Orders.

" I have only to obſerve, in regard to the Situation of the Jaghyredars, that very few of them have received any Part of their Allowance; and they are all in Diſtreſs.

" I have the Honour to be, &c.

" Lucknow,
25th September 1783.

(Signed) " John Briſtow,
Reſident at the Vizier's Court."

" Account of the Reſumed Jaghyres in the Fuſſullee Year 1189.

Encloſed in Mr. Briſtow's Letter.

The Nawab Salar Jung and his Sons	6,71,504	11	0
The Family and Sons of the late Mirza Ally Cawn	3,26,315	0	0
The Bhow Beagum	8,00,001	0	0
The Nawab Beagum	1,95,460	3	6
Shirof Ally Cawn, Lulf Ally Cawn, and the Family of Bund Ally Cawn	34,801	7	0
Carry over	20,28,082	5	6

(a) Vide Appendix, N° XXXVIII, Page 83.

Brought over	20,28,082	5	6
Huſſein Reza Cawn	13,000	0	0
Nawab Modar ul Dowlah	69,999	12	6
Imaum ul Deen Cawn	15,470	14	6
Khaim Cawn and Hingan Cawn	69,166	0	9
Rajah Tipper Chund	10,000	0	0
Holar Sing	57,566	0	0
Sobah Sing	54,298	9	0
Nuddee Sing	43,399	0	0
Mooty Sing	36,500	0	0
Newar Sing	35,000	0	0
Rowanny Sing	39,001	0	0
Mirza Ruſtum Ally	6,961	0	0
Bur Eear Sing	9,741	9	0
Mohun Sing	7,381	0	0
Behadre Sing	7,165	0	0
Mahommed Ghoſe	6,000	0	0
Gholaum Cawn	6,000	0	0
Umber Ally Cawn	34,817	0	0
Auffrein Ally Cawn	40,000	0	0
Khoſh Nuzzer Ally Cawn	12,501	0	0
Eoſuph Ally Cawn	12,533	14	6
Buſſunt Ally Cawn	3,825	13	0
Almaſs Ally Cawn	30,000	0	0
Mahommed Wudgee	600	0	0
Meer Umjud	8,051	0	0
Mahommed Shuffy	670	14	0
Seyf Ulla	5,954	5	6
Ally Achbur Beg	10,273	0	0
Mahommed Tazil	301	0	0
Mahommed Eear Cawn	4,376	0	0
Hubbee Beg	12,000	0	0
Bhamut Ulla	5,273	0	0
Salaun Ulla Cawn	7,173	1	0
Nader Huſſun Cawn	7,031	0	0
Meer Zeeh ul Deen	5,758	8	6
Mungoo Beg	9,670	5	6
Buxhoo Nur	1,501	0	0
Mohim Gudgee	9,471	0	0
Meer Fazil Ally	11,037	0	0
Rajah Jao Loll	41,942	8	0
Meer Mahooah	1,211	0	0
Hickmut Huſſum Cawn	4,906	1	0
Sufder Ally Cawn	2,400	0	0
Modd Buck	450	0	0
Meer Khys Ulla	13,000	0	0
Mirza Ruffee Soudah	2,370	0	0
Moonſhy Baſſet	425	0	0
Rajah Ruſſum Sing	16,500	0	0
Roy Wholaſs Roy	11,500	0	0
Khaujah Neamut Ulla	4,031	0	0
Huſſun Ally and Bauker Ally	2,263	0	0
Mahommed Suddeah	14,000	0	0
Mahommed Ally	2,134	0	0
Ruddie Mun Shookul	13,202	0	0
Mahommed Neer	12,669	12	0
Turhaud Ally Cawn	7,082	4	0
Mirza Huſſein	14,130	11	0
Mahommed Saud Cawn	4,015	0	0
Jaghyre Lutafut Ally Cawn	1,15,805	12	0
Jaghyre Rajah Govend Ram	22,000	0	0
Rupees	30,53,590	1	3

" Errors excepted.

(Signed) " John Briſtow,
Reſident at the Vizier's Court."

" Ordered, That Mr. Briſtow be directed to furniſh the Board with a particular Account, ſpecifying the Amount actually paid to the Begums at Fyzabad ſince the Reſumption of the Jaghyres took Effect in the Year 1781, and the Amount actually due to them; and to inform the Board whether the Payments have been made to them through him.

(Signed at the End of the Conſultation)
" Warren Haſtings,
John Stables."

To ſhew that conſiderable Sums were paid by the Vizier for the Purpoſe of being paid over to the Jaghiredars, whoſe Jaghires were reſumed,

Read, from Book 80, already delivered in, the following Extract of a Conſultation of the 12th of May 1783, beginning at Page 661 of the ſame Book.

" Fort William, the 12th May 1783.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler, and John Macpherſon, } Eſquires.

" The Governor General lays before the Board the following Letter of Mr. Briſtow to him, dated 12th December.

" To the Honourable Warren Haſtings Eſquire, Governor General.

" Honourable Sir,

" Hyder Beg Cawn confeſſes to me that Funds to the Amount of Forty-nine Lacks of Rupees were laſt Year appropriated to the Vizier's Expences. From this Sum he was to defray not only the Charge of his Houſehold, but the Penſions of the Tuncawdars and Jagheerdars, whoſe Jagheers were reſumed. The Nature of the Diſburſements you will underſtand from the Statements. (*a*)

(At the End of the Letter)
" Lucknow, the 12th December 1782.
" John Briſtow,
Reſident at the Vizier's Court.
(A true Copy) " E. Hay,
Acting Secretary to the Secret Department."

(And at the End of the Conſultation)
" Warren Haſtings,
Edward Wheler,
John Macpherſon."

Read, a further Extract from the ſame Conſultation, and ſame Letter, beginning at Page 658 of the ſame Book, as follows.

Thirteenth Head. Begums.

" The Battalion at Fyzabad is recalled; and my Letter to the Board of the 1ſt inſtant has explained my Conduct to the Begum. The Letter I addreſſed her, a Tranſlation of which I beg leave to encloſe (N° 2), was with a View of convincing her that you readily aſſented to her being freed from the Reſtraints which had been impoſed upon her, and that your Acquieſcence in her Sufferings was a Meaſure of Neceſſity, to which you were forced by her extraordinary Conduct. I wiſhed to make it appear this was a Matter on which you directed me to conſult the Vizier's Pleaſure, that it might be known you were the Spring from whence ſhe was reſtored to her Dignity and Conſequence." (*b*)

(*a*) Vide Appendix, N° LVIII. (*b*) Vide Appendix, ibid.

Read, from Book 78, already delivered in, the following Extract of a Conſultation of the 8th of January 1776, beginning at Page 581 of the ſame Book.

“ Fort William, 8th January 1776.

Secret Dept.
Monday.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honble. George Monſon,
Richard Barwell,
Philip Francis, } Eſquires.

“ Abſtract of the Expences, and Number of Troops entertained by the Nabob Auſſut ut Dowlah.

Names of the Corps.	Number of Troops.	Expences per Annum.
Sepoys	25,144	35,36,400
Matchlockmen	23,856	24,98,328
Cavalry	22,611	1,16,48,400
Hindoſtan Foot	24,000	16,05,600
Artillery	552	4,416
Contingencies for Artillery, &c. about	—	5,50,000
	96,163	1,98,43,144
Army Subſidy to the Company	—	31,20,000
Total Rupees	—	2,29,63,144 (*a*)

(Signed at the End of the Conſultation)
“ Warren Haſtings,
J. Clavering,
Geo. Monſon,
Richd Barwell,
P. Francis.”

The Counſel for the Defendant ſtated, that the Managers for the Commons having given in Evidence (*b*) a Letter from the Begum addreſſed to Mr. Briſtow, entered upon a Conſultation of the 25th January 1776, they would next read the Opinions of the Board upon the ſame.

Read, from Book 101, already delivered in, the following Extract of a Conſultation of the 25th of January 1776, beginning at Page 76 of the ſame Book.

“ Extract of a Conſultation of the 25th January 1776.

“ Fort William, the 25th January 1776.

Secret Dept.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General John Clavering,
The Honourable George Monſon,
Richard Barwell,
Philip Francis, } Eſquires.

“ The Members of the Board having returned their Opinions on the laſt Letters, as follow, reſpecting the Begum, a Copy of it was accordingly ſent a Number in the Packet by the Hillſborough.

(*a*) Vide Appendix, No CCCXLVIII.

(*b*) Vide ſupra, Page 444.

“ I am

“ I am of Opinion, that Mr. Briſtow’s Letter of the 3d January ought to be tranſmitted a ſeparate Number in the Packet.

(Signed) “ J. C.
G. M.
P. F.”

“ Mr. Briſtow’s Explanation of the Subject of the Begum’s Complaints correſponds exactly with the Opinion I had formed of them upon the Receipt of her Letter, expreſſed in my Minute of the * I think Mr. Briſtow’s Letter ſhould by all Means go a Number in the preſent Packet, together with Tranſlations of the Papers referred to in it.

* Sic in Orig.

(Signed) “ P. F.”

“ Ordered, That a Copy of the Tranſlation of the Begum’s Letter be ſent to the Court of Directors by the Secretary. (a)

(Signed at the End of the Conſultation)
“ Warren Haſtings,
J. Clavering,
Geo. Monſon.”

Read, a further Extract from the ſame Conſultation, beginning at Page 73 of the ſame Book, as follows.

“ Contents of the Three Furds.

“ Inventory of the Pieces of the Goods ; viz.

“ 1 Furd.	Broad Cloth	400,000	0	0
	Broad Cloth, Tents with Raaties, Thennauts, and Broad Cloth Radus Turroſhes, 2 Muſnuds, Broad Cloth Nungeras, and 4 White Pulta Pulte Seraeches	20,000	0	0
	Linen Cloths	54,393	8	3
	35 Elephants, each at 3,000 Rupees	105,000	0	0
	176 Camels, each at 100 Rupees	17,600	0	0
“ 2 Furd.	26 Ruths, 44 Chukras ; viz. 4 for the Tranſportation of Boats, and 40 for that of Baggage, under Shabar Ally Cawn, for the Service of the Army, 2 Ghambhals, and 2 Gubhuls.			
“ 3 Furd.	Ruths, &c. belonging to the Government Houſhold, under the Charge of Joakin Ally Khan ; viz.			
	22 Ruths, at 100 Rupees each.			
	44 Chukras, at 50 ditto.			
	50 Nagourhas, 150 ditto.			
	198 Bullocks of this Country, at 25 ditto.			
	5 War Ditto, 150 ditto.			
	4 Bullocks of this Country, 100 ditto.			
	13 Ditto, 400 ditto.”			

“ Copy of Mr. Briſtow’s Anſwer to the Begum.

“ I have been honoured with your friendly Letter, accompanying an Inventory of Bullocks, &c. with their Prices, and underſtand the Contents. The Nabob conſents to take the Ruths, Bullocks, Elephants, and Camels, at their real Value. I repreſented to the Nabob, and Mokter ul Dowlah, what you wrote me concerning the Broad Cloth, at the Price of 4 Lacks of Rupees. The Nabob replied, I have not received the Broad Cloth and Linens ; ſuch of theſe Articles as were out, her Highneſs carried within the Mohal. As the Nabob is deſirous of paying your Highneſs the greateſt Reſpect, and has agreed to take the Broad Cloth and Linens ; if your Highneſs will deliver them, and let them be appraiſed by a creditable Ameen ; Auka Heem has been here a long Time in Expectation of ſuch Employ. Your Attendants, who related to you the Circumſtance concerning the ſtopping your Proviſions, were undoubtedly the Inventors of it themſelves ; it never proceeded from the Nabob, for he never acted in this Manner, and it is contrary to the Diſpoſition, as well as to the Inclination, of the Nabob Azoph ul Dowlah. Some evil-diſpoſed and malicious Perſons have miſrepreſented Matters to your Highneſs, and ſown the Seeds of Diſſenſion. It is incumbent on your Highneſs to give no Heed to the Repreſentations of inſidious Men, but to regard the Advice of well-diſpoſed Perſons, and ſettle this Affair on an eligible Footing. With regard to what you write me, concerning the Compenſation for the Houſe at Garukpore, I ſhall undoubtedly take the neceſſary Meaſures in this Affair, if you comply with the Terms of the Coulnâmâ. It would not be proper or becoming, that your Highneſs ſhould not give your Aſſent to my Repreſentations, as, by denying it, Diſgrace is brought on the Engliſh Chiefs. I have therefore given a full and particular Account of every Tranſaction to the Governor and Council, and whatever Directions I may receive from them, I ſhall carry into Execution. With reſpect to your Highneſs's Jaghiers, the Nabob agrees to one Method, which is, that you give them up entirely, and inſtead thereof, receive a Monthly Stipend, through the Channel of any Perſon you chuſe to fix on; for the Nabob obſerved to me, that Two Rulers were too much for one Country. By this Propoſal, the Nabob is deſirous of promoting your Highneſs's Quiet, Tranquillity, and Satisfaction. The Nabob ſays, that in this Caſe, you will have no Vexation, and will conſtantly receive your Stipend without Trouble. (a)

(a) Vide Appendix, N° XI.

Read, from Book 38, already delivered in, the following Extract of a Conſultation of the 12th of Auguſt 1776, beginning at Page 490 of the ſame Book.

" Fort William, the 12th Auguſt 1776.

Secret Dept.
Monday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſent*;
Lieutenant General John Clavering,
Richard Barwell,
Philip Francis.
Colonel Monſon indiſpoſed.

* Sic in Orig.

" Statement made by the Begum of her Account with the Vizier.

Paid in Money and Jewels.						
In Gold Mohrs and Rupees	15,30,704					
Jewels	3,31,129	8				
Gold Bullion	38,166	8				
				19,00,000		
Thirty-five Elephants	1,05,000					
One hundred and ſeventy-ſix Camels	17,600					
				1,22,600		
Cloths of various kinds, Tents, &c.						
Broad Cloth	4,00,000					
Tents	20,000	8	3			
Cloths	54,393					
				4,74,393	8	3
Hackerries, &c.				42,330		
Revenues of Gorrockpoor				85,000		
D° Vizier Gunge	5,000					
D° Imrerel Gung	4,000			9,000		
Total paid				26,33,323	8	3
Balance due				3,66,676	7	9
Amount agreed to by the Treaty				30,00,000		

" Statement made by the Vizier of his Accounts with the Begum.

Received in Money and Jewels.				
Gold Mohrs	2,15,343	3	6	
Rupees	13,53,527	4	6	
Jewels	3,31,129	8	0	
				19,00,000
Thirty-five Elephants	1,05,000			
One hundred and ſeventy-one Camels	17,100			
				1,22,000
Hackeries, &c.				13,934
Total received				20,36,034
Balance due				9,63,966
Amount agreed to by Treaty				30,00,000

(a) Vide Appendix, N° XI.

The Vizier claimed	—	9,63,966 0 0
The Begum admitted	—	3,66,676 7 9
Difference	—	5,97,289 8 3

" Fyzabad, the 17th July 1776.

" Errors excepted.
(Signed) " John Briſtow,
" Reſident at the Vizier's Court. (a)

(Signed at the End of the Conſultation)
" Warren Haſtings,
J. Clavering,
Rich. Barwell,
P. Francis."

Read, from Book 83, already delivered in, the following Extract of a Conſultation of the 5th February 1782, beginning at Page 274 of the ſame Book.

" Fort William, 5th February, 1782.

Secret Dept. Tueſday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, who being returned to the Preſidency takes his Seat at the Board.
Edward Wheler, and John M'Pherſon, } Eſquires.
Sir Eyre Coote on Service in the Carnatic.

(b) " The following Letter from the Governor General, received on the 2d inſtant, is now recorded:

" Gentlemen,

" 3dly. The Engagements concluded on the 19th September with the Nabob of Oude, I did hope, that on his Return to his Capital, which I had urged for that Purpoſe, he would immediately have entered upon the Execution of the Meaſures neceſſary for the Accompliſhment of the Plan which we had mutually agreed upon, and particularly the Reſumption of the Jagheers; an Act equally neceſſary to the Reſtoration of the Peace of his Country, and to the Diſcharge of his Debt to the Company.

" After having long waited with much Impatience for this Effect, I was appriſed by the Reſident's Letters, that the Nabob, from what Cauſe I know not, had ſhewn a great Reluctance to enter on this Buſineſs, notwithſtanding the Warmth with which he himſelf originally ſolicited my Acquieſcence in it; that he at length did reſolve to carry it into Execution, and accordingly appointed an Aumil to take Poſſeſſion of the ſequeſtered Jagheers; but that a powerful Oppoſition had been prepared by the Begums, which had obliged him to apply for the Aſſiſtance of our Troops; and that the Reſident had accordingly written to Colonel Morgan to ſend a Regiment of Sepoys for that Service. As the Reſident at the ſame Time expreſſed to me his Opinion, that a larger Force would be requiſite to ſurmount the intended Oppoſition, I judged it improper to expoſe a Service of ſuch Importance, either to the Hazard of a Defeat, or to the Chance of a Delay, and therefore immediately iſſued Orders, of which you have already been adviſed, for the March of Colonel Sir John Cumming, with his entire Detachment, for the Performance of it, adviſing the Reſident of it. He in Reply expreſſed an Apprehenſion, that the Nabob Vizier would object to the Movement of ſo large a Force into the Heart of his Dominions, without what he would deem an adequate Occaſion for it, and aſcribe it to other Motives, which might be productive of Conſequences hurtful to our Connection with him, and intreated that the Order might be revoked, aſſuring me, that there was no preſſing Occaſion for it.

" I accordingly ordered it to be ſuſpended. In the mean Time, as I had conceived ſome Alarm from the Delays and Difficulties which had attended this Buſineſs, which did not appear to me of a Nature ſuſceptible of them, I wrote to the Reſident, requeſting him ſolemnly to declare to me whether, with the Powers with which he had been inveſted, he was competent to carry into Execution this and the other Meaſures directed in my Inſtructions; that if he were not, I would myſelf proceed to Lucknow, and afford the Nabob my perſonal Aſſiſtance for carrying them into Execution; but that if in his Anſwer he ſhould aſſure me that he was capable of accompliſhing this Service, I would leave the Charge and Reſponſibility of it to him, and depart for the

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(a) Vide Appendix, N° CCCLIX.

(b) Vide ſupra, Page 723.

Preſidency. I wrote a Letter to the Nabob in ſimilar Terms. I received the Reſident's Anſwer on the 2d of January; it contained a Declaration that my Preſence was in no Shape neceſſary in that Quarter, and that he was fully competent to undertake and to effect the Accompliſhment of all the Meaſures required by my Inſtructions, and that he ſhould immediately march with the Nabob to Fyzabad for the Purpoſe of enforcing his Claims on the Begums.

“ On the Receipt of this Letter, concluding that the Nabob's Anſwer would be to the ſame Effect, and that I ſhould be ſufficiently warranted by them to leave the Buſineſs in their Hands, I prepared for my Departure, allowing a ſufficient Time only for the Receipt of the Nabob's Letter, which I expected at the lateſt to receive on the 7th. On that Day I left Benaris, but proceeded only to a ſhort Diſtance below the Town. At the ſame Time I cauſed an Intimation to be given to the Nabob, that although, to prevent a further Loſs of Time, I had thought it proper to begin my Journey towards Bengal, yet I ſhould proceed by ſhort Stages, and ſuſpend my final Reſolution until I had received his Letter in anſwer to mine, ſtill retaining the Reſolution of conforming to the Contents of it. If theſe ſhould require me to proceed to his Preſence, according to the Tenor of the Proffer, and that if I did not receive it before my Arrival at Patna, I would wait for it there. It was not till my Arrival at Patna, which was on the 19th inſtant, that I did receive his Anſwer, a Tranſlation of which ſhall accompany this. As it contained only a complimentary Invitation, accompanied with an Aſſurance ſimilar to that given me by the Reſident, in Relation to the impending Buſineſs, I conſidered it as intended to leave me the free Option either to accept of his Invitation on the Footing he had expreſſed it, or to return to the Preſidency. After much Heſitation, and I will confeſs with ſome Reluctance, I have reſolved on the latter. I dread the Imbecility and Irreſolution which too much prevail in the Nabob's Council, and muſt influence in ſome Degree both the Conduct of the Reſident and the Miniſters; and I conſider the impending Meaſure of too much Conſequence to be expoſed to the Riſk of a Diſappointment; yet the preſſing Letters which I have written to the Nabob, the ſtrong Injunctions which I have repeated to the Reſident, and the poſitive Aſſurances which I have received from both, afford me every Reaſon to hope that they will be carried into Execution, without further Difficulty or Delay; and I am further confirmed in this Concluſion, by the ſubſequent Advices which I have received ſince my Departure: Theſe amount to the following Subſtance—that the Nabob Vizier arrived at Fyzabad on the 8th, the Reſident accompanying him; that on the 12th he found it neceſſary to employ a Military Force to take Poſſeſſion of the Kellah, which was effected without any Effuſion of Blood. The Two Eunuchs, Bahar and Jowarhur Ally Cawn, who were the prime Movers of the late Troubles, and the active Leaders of the preſent Oppoſition, were taken into Cuſtody, and their Followers, amounting to about Three or Four Thouſand armed Men, expelled from the Town and diſperſed. I think it proper to tranſmit to you a Copy of the Reſident's Letter, and to refer you to it for the Particulars of this Event.

“ It may be neceſſary in this Place to inform you, that in Addition to the former Reſolution of reſuming the Begum's Jagheers, the Nabob had declared his Reſolution of reclaiming all the Treaſures of his Family, which were in their Poſſeſſion, and to which, by the Mahometan Laws, he was entitled. This Reſolution I have ſtrenuouſly encouraged and ſupported, not ſo much for the Reaſons aſſigned by the Nabob, as becauſe I think it equally unjuſt and impolitic that they ſhould be allowed to retain the Means of which they have already made ſo pernicious a Uſe, by exciting Diſturbances in the Country, and a Revolt againſt the Nabob, their Sovereign. I am not ſanguine in my Expectations of the Reſult of theſe Proceedings, but have required and received the Nabob's Promiſe that whatever Acquiſitions ſhall be obtained from the Iſſue of them, it ſhall be primarly * applied to the Diſcharge of the Balance actually due from him to the Company.

* Sic in Orig.

“ Notwithſtanding the Reſolution which I have taken to return to the Preſidency, I yet foreſee that many Events may happen which may again require my perſonal Attendance in this Quarter, but even theſe will require that I ſhould firſt concert with you the Plan of my future Conduct reſpecting them. Though the Powers which I poſſeſs are ample and ſufficient for every Purpoſe which may occur, yet as they were granted in a very different State of Affairs, it is become abſolutely neceſſary that I ſhould avail myſelf of a free and full Communication with you upon every probable Contingency, which may proceed from the Effects of the late Changes, before I can venture again if it ſhall be at all neceſſary to interfere with my own Authority in any of the Affairs of this Quarter.

“ I have made ſuch a Proviſion for this Event that I ſhall at any Time have it in my Power to arrive at Lucknow within at leaſt Three Weeks from my Departure from the Preſidency, and there is little Cauſe to apprehend any material Change of Affairs in the ſhort Interval which muſt neceſſarily precede my Arrival there.

* Sic in Orig.

“ I have the Honour * be, &c.
(Signed) Warren Haſtings.” (a)

“ On the Ganges, near Sunagegunah,
January 23, 1782.

(Signed at the End of the Conſultation)
“ Warren Haſtings,
Edward Wheler,
John Macpherſon.”

(a) Vide Appendix, N° LXXXI.

Read, from Book 81, already delivered in, the following Extract of a Conſultation of the 28th July 1783, beginning at Page 56 of the ſame Book.

" Fort William, 28th July 1783.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler, } Eſquires.
John Stables, }
Mr. Macpherſon indiſpoſed.

" To the Honble. Warren Haſtings, Governor General, &c. and Members of the Supreme Council at Fort William.

" Honourable Sir, and Sirs,

" In replying to my Firſt Diviſion of the Charge, Non-execution of the Treaty and Inſtructions that accompanied it, I ſhall beſt avoid Confuſion, and ſhorten what I wiſh to urge, by taking up unitedly the Treaty and Inſtructions, and briefly ſtating in the oppoſite Column what was done upon them, premiſing to lead the Attention of the Board, that the grand Object was to liquidate the Nabob's Debt of accumulating Balance to the Company, which the Governor General's Recollection will confirm. To obtain this Liquidation, the Nabob was perſuaded to agree to ſundry Arrangements in his Government and Finance, without which it was deemed impracticable to provide adequate Reſources to accompliſh it within the Year 1189, which, although unexpreſſed, was underſtood to be the Period for the Attainment of this grand Object; nor could it poſſibly be expected to take leſs, becauſe the Regulations of a Land Revenue (other Reſources there are not in Oude) can ſcarcely operate within the Period of a Year.

" For a clear Underſtanding of my Conduct, it may not be unneceſſary to advert to the Situation and Power of a Reſident at the Court of Oude, that his Succeſs or Failure in the Services expected from him, may be meaſured by the Means he ſhall appear to poſſeſs, the only juſt Criterion.

" The Reſident from his Appointment is the ſole Agent from an Ally to the Court he reſides in, with Two obvious and peculiar Lines of Duty—One is the political Correſpondence for Information of our Government, and the Preſervation of a good Underſtanding between the Allied Parties. In Addition to this, within theſe few Years, another Object of very material publick Concern has become an Appendage of his Office—the receiving the Current Claims and Balances due to the Company.

" To effect this laſt Object, he is competent to no poſitive Act of his own Authority, but is limited to obtain what Succeſs he may, from his Influence over the Nabob's Chief Miniſter.

" The Current Annual Claims varied from 70 to 130 Lacks of Rupees, which the Revenues of the Country, as will appear by Reference to former Accounts never anſwered to, ſeldom yielding to the Reſident's Treaſury beyond from 60 to 80 Lacks, the Conſequence of which was, that the Balance was annually accumulating, inſtead of decreaſing, by the annual Receipts. (a)

(At the End)

" Calcutta,
the 30th June 1783.

" Nathaniel Middleton."

(And at the End of the Conſultation)

" Warren Haſtings,
John Macpherſon,
John Stables."

The Counſel for the Defendant informed the Houſe, they ſhould next read Two Letters, from the Nabob Vizier, touching the Seizing of the Treaſures.

Read, from Book 82, already delivered in, the following Extract, from the Appendix to a Secret Conſultation of the 12th June 1783, beginning at Page 170 of the ſame Book.

" From the Nabob Vizier to the Reſident.

" I have received your Letter, covering Copies of Letters from my Mother to yourſelf—recapitulated * the Contents.—She ſays her Jagheers were not granted by me. At the Time of the late Nabob's Death, theſe Mahls were under the Charge of Jowaur Ally Khan, on the Footing of other Aumils, inſomuch that the Accounts, &c. were lodged in the Dewan's Office; theſe Accounts, as they were delivered into the Dewan's Office to the Date of the Nabob's Death, are forthcoming. After his Death, I, as a dutiful Son, made over theſe Mahls to her in Jagheer, that it could not be ſaid I left my Mother unprovided. The Buſineſs and Mahls of the Khalſa ſuffer conſiderably, and are much prejudiced by the Authority and Conduct of the Aumils of theſe Jagheers, Mahls, as alſo from the Inſolence of the Houſehold Khajahs; witneſs the Conduct of Bhar Ally Khan's Naibat Tondah. My Life, Eſtate, and Dominions originate from the Friendſhip of the Engliſh Government. Yet what Knavery have not theſe Houſehold Khajahs been guilty of. As therefore it is not prudent that theſe Mahls ſhould be continued in the Charge of my Mother, or Houſehold Khajahs, I have appointed my own Aumils—receive the Amount ariſing from theſe Mahls, and pay it to my Mother, after deducting the Charges of Collections, &c. abſolute Charges. I am ready to acquieſce in any Thing for my Mother. As for the other Parts of her Letters, I truſt in God they are dictated by the Houſehold Khajahs; and that I have not cauſed Shame to myſelf from my Conduct to God or my Mother. After the Death of my Father, whatever was due from him to the Company, alſo to the Troops, I took upon myſelf: but whatever Effects there were remained with my Mother. Some Time ſince ſhe gave ſome Part to me, but it went no Way in the Diſcharge of the Claims of the Company or Troops. For theſe many Years I have endured much Inconvenience and Trouble for the Diſcharge of theſe; yet Half is not made good, and I am in daily Anxiety on this Account, from a Deſire to diſcharge all juſt Dues to the Company. It is my Intention to proceed to Fyzabad in Ten Days, the Mohrum being over, when I mean to requeſt of my Mother the Whole of my Father's Eſtate, to enable me to pay off all Debts to the Company. Agreeable to the Laws of God, all my Father's Effects are my Right, that I may make good all Claims on him. If my Mother, from Affection, conſents, I ſhall be happy; if not, in whatever Manner ſhe may render it, I ſhall pay it towards the Adjuſtment of the Balance due to the Company. With reſpect to the Houſehold Khajahs, I ſhall confine and puniſh them, for the Knavery and Means they have uſed towards effecting a Breach between my Mother and myſelf. You will in Friendſhip cauſe this Letter to be tranſlated into Engliſh, and ſend it immediately to the Governor, deſiring him not to liſten to any one, or what my Mother may write, neither adopt her Opinion, but direct me to receive Money from her, towards the Payment of the Company's Demands. I am ready to defray and allow her for her Expences—with reſpect to the Amount Collections of her Jagheers, after deducting all neceſſary Charges of Collection; you may receive and tranſmit it to her. (*a*)

(a) Vide Appendix, N° XLIII.

* Sic in Orig.

Read, from Book 83, already delivered in, the following Extract of a Conſultation of the 5th of February 1782, beginning at Page 284 of the ſame Book.

" Fort William, 5th February 1782.

Secret Dept. Tueſday.

" At a Council; Preſent,

The Honble. Warren Haſtings Eſquire, Governor General, who being returned to the Preſidency, takes his Seat at the Board.

Edward Wheler, and John M'Pherſon, } Eſquires.

Sir Eyre Coote on Service in the Carnatic.

" From the Vizier to the Governor.

" Your Letter of the 16th Mohurrum arrived on the 25th of that Month. I am greatly obliged by your friendly Advice.

" I have not, to my Knowledge, been deficient in any Thing; nor will I be deficient. Whatever I agree to do, and whatever Mr. Middleton ſhall adviſe, for the Advantage of my Affairs, I will do. I have, to confirm and encreaſe our Friendſhip, even done that which was not thought of or reſolved on. You will be informed of the whole by the Letters of Mr. Middleton. I wiſh much to ſee you and Mrs. Haſtings; and have come * to complain, that you have allowed ſo much Time to elapſe at Benares, without coming here, notwithſtanding I had requeſted you ſo to do, refuſing to conſider my Houſe as yours, as is apparent from your not coming: I had Cauſe to complain of your Want of Friendſhip. (*b*)

* Sic in Orig.

(Signed at the End of the Conſultation)

" Warren Haſtings,
Edward Wheler,
John Macpherſon."

(*a*) Vide Appendix, N° XXXVIII, Page 86.

(*b*) Vide Appendix, N° LXXXI.

Read, from Book 80, already delivered in, the following Extract of a Conſultation of the 12th May 1783, beginning at Page 690 of the ſame Book.

" Fort William, the 12th of May 1783.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler, and John Macpherſon, } Eſquires.

[" Honourable Sir,

" In Addition to what I have urged in my Addreſs of this Date to the Board, I hope I ſhall meet with your Excuſe for repreſenting ſome further Circumſtances relative to the Begum.

" I have experienced great Embarraſſment in treating with her, for, as the Mother of the Vizier, the People look up to her with Reſpect; and any harſh Meaſures practiſed againſt Women of her high Rank create Diſcontent, and affect our national Character. Her Conduct in withholding his Excellency's Patrimony, and during the Troubles at Benares, juſtly loſt her that Attention and Regard to which ſhe would have been otherwiſe entitled: Still ſhe is the Mother of the Prince of the Country; and the religious Prejudices of Muſſulmen prevail too ſtrongly in their Minds for them to forget her Situation. Superior Wiſdom will guide your Meaſures, and I ſhall willingly execute every Order I may receive; but I think it my Duty, and a Tribute I owe to the Confidence you have placed in me, freely and candidly to offer my Sentiments on ſuch Subjects, as, from a near View, may preſent Difficulties that would not occur to Perſons at a Diſtance."]

§ (" I would recommend every perſuaſive Argument might be urged to the Begum to induce her " to fulfil her Engagements. I would even endeavour to convince her, that it was intended " to renew the Reſtraints upon her; but I really think it not adviſable to carry them into " Execution.

" I have the Honour to be, with the greateſt Reſpect,
Honourable Sir,
Your moſt obedient humble Servant,
(Signed) " John Briſtow,
Reſident at the Vizier's Court (*a*).") §

" Lucknow,
31ſt March 1783.

(A true Copy)
E. Hay,
Aſs^t Sec^y to the Secret Dep^t.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edward Wheler,
John Macpherſon."

To ſhew the Amount of the Jaghires held by the Begums,

Read, from Book 26, already delivered in, the following Extract of an Appendix to a Conſultation of the 22d June 1780, beginning at Page 508 of the ſame Book.

" Appendix to Conſultation the 22d June 1780.

(*b*) " Account Particulars of the Jagheers in the Vizier's Dominions, excluſive of the Maulgugarry Lands.

Names of the Places granted as Jagheers.	Names of the Jagheerdars.	Time when granted.	Account Jumma of each Place.	Jumma of the Grant of each Jagheerdar.
Ally Gunge	Nabob Sujah ul Dowla's Mother	Old Grant	90,000	
Dunghouſe	Ditto — Ditto	Ditto	92,000	
Rehimnagur	Ditto — Ditto	Ditto	3,822	
Dehand of Jaffier Jaur Cawn's Jagheer	Ditto — Ditto	Ditto	5,400	
				1,91,222
Joyyes, &c.	Nabob Aſſoph ul Dowla's Mother	Ditto	4,47,200	
Tundah	Ditto — Ditto	Ditto	47,616	
Sehudgar	Ditto — Ditto	Ditto	14,000	
Iſmail Gunge	Ditto — Ditto	Ditto	10,000	
Benny Gunge	Ditto — Ditto	Ditto	6,000	
Nabob Gunge and Syher	Ditto — Ditto	Ditto	60,000	
				5,84,816" (*c*)

(*a*) Vide Appendix, N° LVIII.
(*b*) Vide ſupra, Page 482.
(*c*) Vide Appendix, N° XX.

To ſhew the Amount of the Jaghires of the Begums at the Time of their being reſumed,

Read, from Book 84, already delivered in, the following Extract of a Conſultation of the 21ſt October 1783, beginning at Page 751 of the ſame Book.

" Fort William, the 21ſt October 1783.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
John Macpherſon, and John Stables, } Eſquires.
Mr. Wheler abſent up the Country.

Encloſed in Mr. Briſtow's Letter.

* " Account of the reſumed Jaghires in the Fuſſullee Year 1189:

" The Bhow Beagum	8,00,001	0	0
" The Nawab Beagum	1,95,460	3	6." (*a*)

(Signed at the End of the Conſultation)
" Warren Haſtings.
John Stables."

To prove, that Application was made by the Reſident for the Women of the Khourd Mahal, to have ſome Money paid to them by the Vizier,

Read, from Book 86, already delivered in, the following Extract of a Conſultation of the 11th Auguſt 1783, beginning at Page 126 of the ſame Book.

(No Preſents.)

" Copy of a Letter from Major Gilpin to Mr. John Briſtow, Reſident at the Vizier's Court, dated Fyzabad, 15th November 1782.

" The repeated Cries of the Women of the Khord Mehull Zenanah for Subſiſtence, has been truly melancholy.

" They beg moſt piteouſly for Liberty, that they may earn their daily Bread by laborious Servitude, or be relieved from their Miſery by immediate Death.

" In conſequence of their unhappy Situation, I have this Day taken the Liberty to draw on you in Favour of Ramnarain (at Ten Days Sight) for Twenty Sun Korah Rupees, Ten thouſand which I have paid to Cojah Litaffit Ally Cawn, under whoſe Charge that Zenanah is. * (*b*)

* The Reſident applied to the Miniſter to furniſh the Khord Mehull with the Amount of the Allowances granted for its Support, and ſome Part was accordingly paid.

(No Signature at the End of the Letter)

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edward Wheler,
John Stables."

To ſhew the Acknowledgments and Thanks of the Women for the Interference of the Reſident,

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 127 of the ſame Book, as follows.

" Tranſlation of a Letter from Litaffit Ally Cawn, to Mr. John Briſtow, Reſident at the Vizier's Court. Received the 5th July 1783.

" All the Sons and Daughters, and the Ladies of the Zenanah of the late Vizier, are offering up daily Prayers, and counting their Beads in the Sincerity of their Hearts for your long Life, Proſperity, and Greatneſs, as their Exiſtence depends upon the Permanence of your Power. May the Almighty God long preſerve and cheriſh ſuch Goodneſs." * (*c*)

* Other Letters of Thanks to the ſame Purport, from the Ladies of the Zenanah, were received by the Reſident.

The Witneſs was directed to withdraw.

Then the Houſe adjourned to the Chamber of Parliament.

(*a*) Vide ſupra, Page 2071. (*b*) Vide Appendix, N° CCCLX. (*c*) Vide Appendix, ibid.

Die Jovis, 25° Aprilis 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Counſel for the Defendant they might proceed in his Defence.

The Managers for the Commons ſtated, that they apprehended an Error had crept into the Minutes in Page 1921, where the Managers for the Commons are made to inſiſt, " That they had a Right to ſtop their Examination, and to call the Witneſs again for the Purpoſe of Croſs-examining him fully whenever they pleaſed;" as they by no Means intended to lay down the Propoſition to that Extent. Being heard in Explanation of the ſame,

The Managers for the Commons were informed by the Houſe, that the proper Mode would be to deliver in, in Writing, the preciſe Terms of the Propoſition they meant to inſiſt upon.

The Counſel for the Defendant deſired Mr. Hudſon might be called in.

Mr. ROBERT HUDSON was accordingly again called in, and produced a Book, intituled, " Bengal Letters, received 11th November 1786 to 17th May 1787," and marked " 521;" and the ſame was delivered in.

Read, the following Extract of a Letter from the Governor General to the Court of Directors, dated the 16th November 1786.

" The Honble. the Court of Directors of the Honble. United Company of Merchants of England, trading to the Eaſt Indies.

" Honble. Sirs,

" 9. Many of the principal Perſons connected with this Government, have anxiouſly deſired Leave to viſit Calcutta ſince my Arrival. The Vizier propoſed to come in Perſon, but preſſed in the ſtrongeſt Manner for Leave to ſend his Miniſter Hyder Beg Khan. With the latter Requeſt I thought proper to comply. This Miniſter is deſcribed to me as a Man of uncommon Abilities, and he, no Doubt, exerciſes at preſent the whole Power of the Vizier's Government. The particular Object on their Part of his Miſſion has not yet been ſignified to me, and I will not venture poſitively to predict what Advantages we may derive from it; but I ſhall be at Pains to impreſs Hyder Beg Khan with a Conviction that we have no Deſign but that of promoting the real Intereſts of the Vizier, which we look upon as inſeparable from our own, and that while he conducts his Adminiſtration upon that Principle, he may depend upon the Protection and Support of this Government. I have had the moſt unfavourable Repreſentations of the Management of the Finances, and of the State of the Courts of Juſtice in the Country of Oude. It will be a principal Object with me to endeavour to obtain a Promiſe from Hyder Beg Khan, to uſe his utmoſt Exertions to correct the Abuſes in both.

(Signed at the End of the Letter)

" Fort William,
Nov. 16, 1786.

" Cornwallis."

Then the Witneſs produced a Book, intituled, " Bengal Political Council, 2d May —20th June 1792," and marked " 652;" and the ſame was delivered in.

Read, the following Extract of a Conſultation of the 15th June 1792, beginning at Page 542 of the ſame Book.

" Fort William, 15th June 1792.

Public Dept.
Friday.

" At a Council; Preſent,
The Honble. Charles Stuart,
Peter Speke,
and
William Cowper,
} Eſquires.

Earl Cornwallis, K. G. Governor General, and Commander in Chief, abſent on the public Service.

" Earl Cornwallis K. G. Governor General, &c. &c. &c.

" My Lord,

" Par. 1. In Conformity to my Letter of Yeſterday, I now do myſelf the Honour of informing your Lordſhip of the Particulars of the Converſation I held with Nawaub Vizier, in Conſequence of Hyder Beg Khawn's Death.

"2d. After ſome Time paſſed in the uſual Compliments of Condolence, I told him that though it might be thought a very improper Time for Buſineſs, yet I deemed myſelf bound, both by my public Duty, and my Zeal for his Excellency, to be thus early in ſpeaking a few Words to him on a very intereſting Subject. I reminded him that the Agreement, acceded to by your Lordſhip, had been ſettled through Hyder Beg Khawn, and that it was on your Knowledge of his Excellency's having repoſed his Confidence in him as the efficient Miniſter, that your Lordſhip had confirmed them; for which Reaſon, I conceived, now that this Source of your Lordſhip's Confidence was at an End, his Excellency would deem it a proper Mark of Attention to defer forming any permanent Arrangements in conſequence of the Miniſter's Deceaſe, until Letters on the Subject ſhould be received from the Preſidency. The Vizier replied, that he had no Idea of making any Alterations whatever; that he meant to continue Huſſein Reza Khawn in his Poſt of Prime Miniſter, and Rajah Tickait Roy at the Head of the Revenue Department; at the ſame Time however, conferring on Hyder Beg Khawn's Son, who was a mere Child (he ſeems to be about Seventeen or Eighteen Years of Age) the nominal Title of Huſſein Reza Khawn's Naib, holden by his late Father; that this was the Plan he was determined to adopt, and he could not think of liſtening to any other. I replied, that it was by no Means my Wiſh to diſpute the Propriety of the propoſed Arrangement; that I would write to your Lordſhip any Thing on the Subject his Excellency might deſire; but that my Object was to repreſent that whatever Syſtem ſhould be adopted (whether the Appointment of a new Perſon in Hyder Beg's Room, or the Continuance of what remained of the old Adminiſtration), it ſhould be profeſſedly a temporary Syſtem only; and I added, that though his Excellency might agree in conſequence of my Recommendation to wait till the Sentiments of our Government ſhould be known, yet I did not wiſh him to aſſign that to the World as his Motive for the Delay; it being ſufficient for him to give out ſimply that he deferred a permanent Arrangement until he ſhould have had Time to weigh well a Matter of ſuch Importance.

"3d. I found that the Nawaub had fully made up his Mind on the Subject, and that he would have been much better pleaſed to give the official Khellauts immediately, and to ſettle the whole Buſineſs permanently without any Reference; and it ſeems not improbable, that if I had neglected to make him a very early Viſit, he would have been precipitate enough (as I feared, from my Knowledge of his Temper, might be the Caſe) to commit himſelf beyond the Power of retracting without Diſcredit. After a good deal of Converſation, however, in which I found it no eaſy Taſk to keep his Excellency from flying from the Queſtion, he conſented, with apparent good Humour, to my Propoſal: But he deſired me to obtain an Anſwer as ſoon as poſſible, and to inform your Lordſhip moſt fully, that the Arrangement he had mentioned was the only One which could be adopted, and which could merit the Confidence of your Lordſhip, as well as of himſelf; and he told me that were any other propoſed to him, he would prefer relinquiſhing his Country to conſenting to it.

"4th. Having now given your Lordſhip the Subſtance of the Vizier's Converſations, it may perhaps be thought incumbent on me to ſay ſomething regarding the Arrangement he has propoſed.

"5th. To the Character of Huſſein Reza Cawn your Lordſhip is no Stranger, mild, polite, and humane in his Manners and Conduct, of a pleaſing Addreſs, reſpectable Character, and good Senſe; he is generally liked, though, I believe, he has never yet been thought a Man of Buſineſs. Indeed his Ignorance of Letters appears to be an inſuperable Obſtacle to his acting as an efficient Miniſter in Revenue Matters, or in ſuch other Buſineſs as requires an accurate Inveſtigation of Papers. It muſt, however, be obſerved, that though he does not read, yet he ſpeaks the Perſian Language, and is ſufficiently Maſter of it to underſtand it when read to him. Perhaps the Exerciſe of a Degree of Patronage in the Revenue Department, the interfering with his Excellency in Matters wherein the Intereſts of Foreign States are concerned, the giving him Advice for the Regulation of his Expences of his Caprices, and of his ill Humours, might be not diſadvantageouſly entruſted to Huſſen Reza Khawn. But to have any Influence over the Nawaub in ſuch Matters, he muſt be known to poſſeſs the full Support of our Government; for hitherto he has been as frequently and (bating that he has not been diſgraced or diſhonoured) merely as much outraged by the Vizier's Caprice, as any other of his Excellency's Dependants in more humble Stations. Suppoſing, however, that he could be prevailed upon, by the Conſciouſneſs of the Support of our Government, to ſtand forth on ſuch Occaſions with Spirit, and that the Nawaub be made equally ſenſible of his having ſuch Support, I know no Perſon more likely to perſuade him to do what is right, and to avoid what is wrong, than Huſſein Reza Cawn.

"6th. In regard to Rajah Tickait Roy, he has been for many Years the principal Perſon employed under Hyder Beg Khawn in the Revenue Department; all the Papers have paſſed through his Hands, and he is underſtood to have had the full Confidence of the late Miniſter, with whom, therefore, I conceive he muſt ſhare in no inconſiderable Degree, the Merits and Demerits of that Part of his Adminiſtration. Your Lordſhip knows that Rajah Tickait Roy was left in Charge of the Revenue Department, when Hyder Khawn went down to Calcutta. But I have great Doubts whether there be a ſufficient Degree of Reſpectability attached to the Rajah's Character to command that Deference from the Aumils, &c. which may be thought in ſome Degree neceſſary in a Country where perſonal Conſiderations have no little Weight to enforce due Subordination, and prompt Obedience to the Orders of Government. Poſſibly, however, this Surmiſe of mine may be unfounded, or a more elevated Station, or rather a more confirmed Authority, might call forth thoſe Qualities which may not have appeared in an inferior Situation.

“ 7th. I ought to have added to the above Account of my Converſation with the Vizier, that notwithſtanding his Excellency's Promiſe to defer the final Arrangement, I thought it highly proper to appriſe Huſſein Reza Khawn of what had paſſed, to the End that he might be induced to diſcourage any Overtures which the Nawaub might inconſiderately make, for coming to a permanent Settlement. I ſent to him therefore, very early this Morning, before he went to the Durbar, and informed him of the Whole; and I have the Satisfaction to find, that his Sentiments on the Subject ſeem to agree moſt perfectly with mine; and that without being ſure of the Support of our Government, to ſecure him againſt the Effects of his Excellency's Caprices, and to give Weight to the Advice he might find it neceſſary to offer him, he profeſſes that he would by no Means accept of the Truſt from his Excellency. I call it “ accepting a Truſt,” becauſe though the Nawaub only mentioned Huſſein Reza Khawn's continuing in the Office he has long ſince nominally holden, yet it was evident he meant me to underſtand that an additional Degree of Influence and Reſponſibility was intended to be given him.

“ 8th. Some Apprehenſions having been for ſeveral Weeks paſt entertained of the Event which has now occurred, I had frequently during that Period turned my Thoughts to the Conſideration of what Arrangement it might be moſt for the mutual Intereſt of the Vizier and the Company to adopt; but I acknowledge that I had never been able to make up my Mind on the Subject.

“ 9th. There are Two Perſons who, from the Circumſtance of Hyder Beg Khawn's having been ſuppoſed to dread them as his Rivals, might be conſidered as likely to become Competitors for the vacant Office. Theſe are Almauſs Ally Khawn and Rajah Juggurnaut, of whom therefore it may be thought proper for me to ſay ſomething on this Occaſion. It is neceſſary however for me to premiſe that a ſtrict Adherence to your Lordſhip's poſitive and repeated Inſtructions to avoid as well the Appearance as the Reality of a Wiſh to interfere in the internal Government of his Excellency's Country, has deprived * of ſuch Opportunities of getting acquainted with the real Character of People of this Claſs, as muſt have been formerly enjoyed by Gentlemen now in Calcutta, who were in Station here at a Time when the Nature of our Connection with the Vizier rendered it the Duty of the Reſident to ſuperintend, and in a great Meaſure to controul, the whole Adminiſtration.

* Sic in Orig.

“ 10th. Rajah Juggurnaut was the Son-in-law of the late Rajah Soorub Sing, who was Dervaut under the Nawaub Sujah Dowlah; the Duties of that Office were alſo executed by Rajah Juggurnaut himſelf for a long Time in the preſent Nawaub's Time; and during a conſiderable Part of that Period, his Power over the Aumils was exceedingly extenſive, and he received a Ruſſoom (or Commiſſion) on the Revenues of Two per Cent. At Length however, as the Influence of Hyder Beg Khaun increaſed, the Office of Dewan became merely nominal, till in the End he was deprived entirely of it. I have myſelf never ſeen Juggurnaut, for he has for about theſe Five Years been confined under a Guard to his Houſe, on Account, or at leaſt under Pretence of ſome outſtanding Balances incurred during the Time he was Farmer of Rohilcund, in which Place he had ſucceeded his Father-in-law Soorut Sing, who had holden it for the Two Years preceding his Death, in Amauny (that is as accountable for the Collections), and had, it is ſuppoſed, been given the Appointment by Hyder Beg Khawn, merely for the Purpoſe of getting him out of the Way.

“ 11th. In regard to Almauſs Ally Khawn, your Lordſhip is, I am ſure, ſo well acquainted with his Character, that it can only be neceſſary for me to add, that in my late Excurſion to Agra, in which the greateſt Part of my Route lay through his Diſtricts, I found the Country in general in a fine State of Cultivation. For its Police, I fear there is no great Room for Commendation. Almauſs is equally ignorant of Letters, as Ruſſein Reza, though the Extent of his Memory, and his intimate Knowledge of the Revenues are ſuch, as to counter-balance this Diſadvantage. Whether his Character as a Miniſter would equal his Abilities as a Farmer, may, perhaps, be reaſonably doubted. My Ideas indeed, of the Qualifications neceſſary for a Succeſſor to Hyder Beg Khawn, are ſo totally foreign from every Thing I have ſeen of any Perſon I am acquainted with here, that I ſhould have no Hope of being able to fill the Office to my own Satisfaction, had I the Choice from among the Whole of the Inhabitants of his Excellency's Territories, for in no One of them, do I believe, are to be found united, an intimate Knowledge of the Revenues of the Country, Diligence in Buſineſs, Moderation in his Deſires of accumulating Wealth, an Ambition to reſtore the Country to Order, if not by the Introduction of a complete Syſtem, at leaſt by the enforcing of a general Adherence to the Principles of Juſtice, and by the Abolition of that lawleſs Oppreſſion and ſyſtematic Plunder, which but too generally prevail, a Knowledge of the Means to revive Manufactures and Commerce, with a Reſolution to purſue them through every Difficulty; and, in a Word, a Wiſh and Determination (with Knowledge and Abilities equal to the Undertaking) to render the Country permanently flouriſhing, without being for the Purpoſes of private Emolument, or for the Gratification of his Excellency's Caprices, diverted by the Temptation of raiſing occaſional Supplies of Money, either by anticipating the Revenues by borrowing at an exorbitant Intereſt, or by any ſuch ruinous Methods.

" 12th. Were it fortunately in my Power to point out a Man with theſe Qualifications, I ſhould not heſitate a Moment; but deſpairing as I do, of any ſuch being to be found among the Natives of Oude, I ſee nothing but the Choice of Evils; and I am far from having ſufficient Confidence of the Succeſs of any Expedient I could deviſe for continuing the preſent Syſtem, to juſtify my taking the Liberty of recommending to your Lordſhip, unleſs it ſhould appear proper to you on other Accounts, an Oppoſition to his Excellency's Plan, which ſeems to me to be, upon the Whole, as liable to as few Objections as any other that I can think of. A Change of Syſtem, by which the Company's Servants ſhould be entruſted with the effectual Adminiſtration (for I conceive a partial Change would probably be attended with more Evil than Good) and charged with Reſponſibility, I conceive to be totally out of the Queſtion.

" 13th. From the Tenor of the Nawaub's Converſation of Yeſterday, I am led to hope and believe, that he has no Intention of doing any Thing to the Prejudice of Hyder Beg Khawn's Family, although he might plead but too many Precedents for ſeizing on the Property of ſuch Perſons as die in the Service of the Prince. I have, however, thought it beſt, by Way of Precaution, to deſire Huſſim Reza Khawn to give me the earlieſt Notice if any Thing of the Kind ſhould happen, that I may conſider how far it may be proper for me to interfere in the Matter. Hyder Beg Khawn has left Eight Sons, the Two eldeſt of whom, Ackbar Ally and Huſſim Ally, are by his Wife, and the remaining Six by other Women. He has left alſo Four Nephews (Sons of his eldeſt Brother Noor Beg), the eldeſt is Serfrauz Beg, then Auzim Beg, Muckdoom Buckſh, and Rujib Beg. Serfrauz Beg and Muckdoom Buckſh are married to Two of Hyder Beg's Daughters; the Wife of the latter being born of his favourite Woman. Muckdoom Buckſh is of a very haughty turbulent Diſpoſition, and has ſeveral Times given his Uncle much Trouble. This ſlight Sketch of Hyder Beg Khawn's Family, I hope, will not be thought foreign to the Subject.

" 14th. I muſt not conclude this Letter without adverting to the Balance due from his Excellency to the Company, and the Arrears in which the Troops now are, both which Subjects, as it is impoſſible for me to find Time at preſent to write fully upon them, in a Manner more applicable to the preſent State of Affairs, will be beſt elucidated by my ſending the Letters, which I had written to your Lordſhip Yeſterday and the Day before on theſe Points, but which the late Event (that renders indeed a great Part of that of the 4th ſuperfluous) prevented my diſpatching laſt Night. I have not yet had Time to diſcover whether I may hope for the Liquidation of any Part of the Balance, before the Eſtabliſhment of a permanent Syſtem, but I ſhall uſe my Endeavours for that Purpoſe, and inform your Lordſhip of the Reſult.

" 15th. May I be now allowed to take the Liberty of obſerving, that it was not without ſome Diffidence that I decided in my own Mind, uninſtructed as I was for the Occaſion, what Line of Conduct it was my Duty to purſue, that I flatter myſelf I ſhall have the Satisfaction of finding that the Line which appeared to me, after the moſt mature Deliberation, to be the moſt proper, has been approved of, and that the Firmneſs with which I have already purſued what I judged to be my Duty, and in which I am determined to perſevere, will be alſo honoured with Approbation.

" I have the Honour to be, &c.

" Lucknow,
June 6, 1792.

(Signed) " Edw. Otto Ives,
Reſ. Viz. Court. (a)

(Signed at the End of the Conſultation)
" Peter Speke,
William Cowper."

Then the Witneſs produced a Book, intituled " Bengal Political Council, 27th " June to 20th July 1792," and marked " 653."

Read, the following Extract of a Conſultation of the 27th June 1792.

" Fort William, 27th June 1792.

" At a Council; Preſent,
The Honble. Charles Stuart,
Peter Speke, and
William Cowper, } Eſquires.
Earl Cornwallis K. G. Governor General and Commander in Chief, abſent on the Public Service.

" Read Letters from the Reſident at the Vizier's Court.

" Earl Cornwallis K. G. Governor General, &c. &c. &c.

" My Lord,

" Par. 1. Huſſain Reza Khan brought the late Miniſter's two eldeſt Sons, Ackbar Ally and Huſſain Ally, to my Houſe this Morning to introduce them to me. Rajah Tickait Roy came with them, and after ſome Time paſſed in the uſual Compliments on ſuch Occaſions he took the Opportunity of repeating the greateſt Part of what they had jointly ſent me Word the other Day, as mentioned in my Letter of the 8th inſtant.

(a) Vide Appendix, N° CCCLXI.

“ 2d. The Rajah ſaid, that all the Demands of every Kind againſt the Nawaub could not be much leſs than a Crore of Rupees. That an Account of the Huſtabood of the Country was nearly prepared, which he would ſhew to me as ſoon as finiſhed; that it was abſolutely neceſſary ſome Syſtem ſhould be adopted, and not departed from, by which his Excellency ſhould ſo limit his Expences as to ſecure a Proviſion, Firſt, for the regular Diſcharge of the Company's Subſidy; Secondly, for defraying the neceſſary Expences of Government; and Thirdly, for a gradual Liquidation (which he was ready to admit could not be done in the Courſe of One Year) of the Claims above mentioned—but he added, repeatedly, that though they were conſcious that in wiſhing for ſuch a Plan they were actuated by an ardent Zeal for his Excellency's real Intereſts, yet they were but too well convinced it could not be effected without the active Support of our Government. I replied, that I was as fully ſenſible as they could be of the abſolute Neceſſity of ſuch a Syſtem taking Place by ſome Means or other, but that with reſpect to the Reſt I had written to your Lordſhip fully on the Subject, and could ſay nothing further but by your Directions.

“ 3d. How far it may be proper to interfere in reſpect to theſe Matters, your Lordſhip is the beſt Judge. My Letter of the 4th inſtant will ſhew the Difficulties I had to encounter, even during the late Miniſter's Life, in regard to the Realization of the Company's Subſidy, and that it had not always that Preference to his Excellency's Demands of Caſh which its ſuperior Degree of Importance required. Indeed I have never concealed from your Lordſhip how much I conceived the Advantages reſulting from Hyder Beg Khan's Abilities, and undoubted Attachment to the Engliſh Government, were counterbalanced by his extreme Timidity in regard to oppoſing the Vizier's inconſiderate Conduct, and by thoſe inveterate Habits of Procraſtination in every Matter, however important, or however trivial, from which nothing could rouſe him. And my Letter of the 24th of February will evince that long before any Apprehenſions were entertained of the Miniſter's Death, I was alarmed at the apparent State of his Excellency's Finances, and at the conſequent Probability of the Subſidy's falling very conſiderably in Arrears, unleſs ſome effectual Meaſures ſhould be taken to excite the Miniſter to uncommon Exertions.

“ 4th. Though by no Means material, I think it proper to obſerve, that I find from Huſſen Reza Khan that Hyder Beg has left Twelve Sons inſtead of Eight, as mentioned in my Letter of the 6th inſtant.

“ I have the Honour to be, with the higheſt Reſpect, &c.

“ Lucknow,
10th June 1792.

(Signed) “ Edward Otto,
Reſident at the Vizier's Court. (a)

(Signed at the End of the Conſultation)

“ Peter Speke,
William Cowper.”

Then the Witneſs produced a Paper, indorſed “ 26th Auguſt 1792, Letter from Marquis Cornwallis to the Court of Directors, received per Ganges, 24th February 1793,” and the ſame was delivered in.

Read, the following Extract, beginning at Paragraph Twelve of the ſame.

“ N° 43.

“ The Honble. Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies.

“ Honble. Sirs,

“ 12th. The Accounts of the Death of Hyder Beg Khan had reached me at Madras, and although it has been a general Maxim with me to avoid as much as poſſible all interference in the Details of the Vizier's Government, I was glad to find upon my Arrival here, that his Excellency had been perſuaded to ſhew his Reſpect for this Government, by making only a temporary Appointment of Miniſters to conduct his Affairs, until he could conſult with me on a proper permanent Succeſſor to his late Miniſter.

“ 13th. Having long clearly ſeen that Hyder Beg's Talents for Buſineſs were much ſuperior to thoſe of moſt Men of his Religion in this Country, (who are in general indolent and diſſipated), and having had Reaſon to believe that he was ſincerely deſirous to cement the Connection between his Excellency and the Company, his Death gave me great Concern; and I regretted him the more, as I do not know any Perſon that I could have with Propriety recommended to the Vizier to ſucceed him, who is nearly equal to him in Abilities.

“ 14th. You are not acquainted that Hoſſein Reza Khan has for many Years paſt borne the Appellation of the Vizier's firſt Miniſter, without being employed in any Duty of Importance; and that Rajah Ticket Roy has acted for a conſiderable Period, as a ſubordinate Miniſter under Hyder Beg in the Revenue Department.

(a) Vide Appendix, N° CCCLXII.

" 15th. His Excellency had made a temporary Nomination of Heſſein Reza Khan, to act as the efficient Miniſter, and of Rajah Ticket Roy to continue in the Management of the Revenue Department; and although Huſſein Reza does not poſſeſs all the Qualifications that I could wiſh for a Miniſter, yet as I have an exceedingly good Opinion both of his Principles and of his Diſpoſition to promote Cordiality between his Maſter and the Company, and I have great Confidence in the Experience and Ability of the Rajah in the Line in which he was employed, I did not ſee that a better Choice could be made, and accordingly I ſignified to the Vizier my entire Approbation of their being permanently appointed.

(At the End of the Letter.)

" Fort William, " Cornwallis.
August 26th, 1792.

Read, from Book 82, already delivered in, the following Extract of the Appendix to a Conſultation of the 12th June 1782, beginning at Page 256 of the ſame.

" To the Honourable Warren Haſtings, Governor General, &c.

" Sir,

" Incloſed I have the Honour to forward your Addreſſes from his Excellency the Vizier and his Miniſters.

" In Juſtice to the latter, it is incumbent upon me to inform you, that during the Progreſs of the Buſineſs at Fayzabad, I received from them the moſt willing and zealous Support; and that to their Exertions I conſider myſelf greatly indebted for the complete Succeſs which attended that Buſineſs, as well as for the Fruits of it being ſolely applied to the Liquidation of the Nabob's Debts to the Honourable Company.

" Under theſe Circumſtances, it would afford me great Satisfaction, and, I conceive, tend to promote the public Service, were they honoured with ſome Teſtimony of your Approbation and Favour, which would be particularly acceptable to them at this Period, as their Conduct in the Tranſactions at Fayzabad, and in the Reſumption of the Jagheers, has excited the inveterate Reſentment of the Begum, and many Perſons of the firſt Conſequence about the Court, whoſe Intereſts have been affected by the latter Meaſure, and created a far more powerful Combination againſt them, than they have ever before had to oppoſe. In ſhort, Sir, they are conſidered, not only by this Party, but by the Nabob himſelf, as the actual Dependants of the Engliſh Government; which they certainly are, and it is by its declared and moſt obvious Support alone, that they can maintain the Authority and Influence, which is indiſpenſably neceſſary to enable them to diſcharge the Truſt repoſed in them, either with Credit to themſelves or Advantage to the Public.

" I have the Honour to be, &c. &c.

" Lucknow, (Signed) " Nath. Middleton,
the 11th Febry. 1782. Reſt at the Vizier's Court. (a)

The Witneſs was directed to withdraw.

The Counſel for the Defendant informed the Houſe, they had now cloſed their Evidence in Anſwer to the Second Article of Charge.

Then Mr. Plumer, of Counſel for the Defendant, was heard, in Part, to ſum up the ſame.

The Houſe adjourned to the Chamber of Parliament.

(a) Vide Appendix, N° XXXVIII, Page 101.

Die Martis, 30° *Aprilis* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Plumer was heard further to ſum up in Part the Evidence on the Defence to the Second Article of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Jovis, 2° *Maij* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Counſel for the Defendant, they might proceed in his Defence.

Mr. Plumer was heard further to ſum up in Part the Evidence on the Defence to the Second Article of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Lunæ, 6° *Maij* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Plumer was further heard to ſum up the Evidence on the Defence to the Second Article of Charge: And being fully heard thereupon,

The Houſe adjourned to the Chamber of Parliament.

Die Jovis, 9° *Maij* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Dallas, of Counſel for the Defendant, was heard, in Part, to open the Defence to the Sixth Article of Charge particularly, and to obſerve upon the Matters relied on by the Managers for the Commons in Support of the ſaid Sixth Article of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Jovis, 16° *Maij* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Dallas was further heard in Part to open the Defence to the Sixth Article of Charge particularly, and to obſerve upon the Matters relied on by the Managers for the Commons in Support of the ſaid Sixth Article of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Veneris, 17° *Maij* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Dallas was further heard in Part to open the Defence to the Sixth Article of Charge particularly, and to obſerve upon the Matters relied on by the Managers for the Commons in Support of the ſaid Sixth Article of Charge.

Then the Houſe adjourned to the Chamber of Parliament.

Die Veneris, 24° Maij 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

Then Mr. Dallas was heard to open the Remainder of the Defence to the Sixth Article of Charge particularly, and to open the Defence to ſuch Part of the Seventh, and of the Fourteenth Articles of Charge particularly, as the Managers for the Commons had relied upon, and to obſerve upon the Matters inſiſted upon by the Managers for the Commons in Support of the ſaid Sixth, and of ſuch Part of the Seventh, and of the Fourteenth Articles of Charge: And being fully heard thereupon,

Mr. Haſtings was heard ſhortly to addreſs the Houſe, and to ſtate that he ſhould, though reluctantly, waive the ſumming up of the Evidence of this Article, and alſo the opening and the ſumming up of the remaining Articles of Charge relied upon by the Managers for the Commons.

Then the Houſe adjourned to the Chamber of Parliament.

Die Sabbati, 25° Maij 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

"Gentlemen, you who are of Counſel for the Defendant will proceed in his Defence, and the Lords will be pleaſed to give Attention."

The Counſel for the Defendant informed the Houſe they would Firſt proceed to ſhew that it does not appear that Lord Clive took any Oath on taking his Seat at the Board as Preſident and Governor.

Then Mr. HUDSON was again called in.

Read, from Book 654, the following Extract of a Secret Conſultation of 3d May 1765.

"Fort William, the 3d May 1765.

Publick Dept. Friday.

"At a Conſultation; Preſent,
The Right Honble. Robert Lord Clive, Preſident;
Charles Stafford Playdell,
Francis Sykes,
Ralph Leyceſter,
John Burdett,
George Gray, } Eſquires.

Lord Clive's Arrival, and takes his Seat at the Board as Preſident and Governor.

"The Gentlemen of the Deputation appointed to wait on Lord Clive to Town on his Arrival, having Yeſterday Evening received Information thereof, immediately proceeded down the River agreeably to their Commiſſion, and this Morning arrived with him; and his Lordſhip having received from Mr. Spencer the Charge of the Garriſon and Government in the uſual Form, he now takes his Seat at the Board as Preſident and Governor.

(Signed at the End of the Conſultation)

"Clive,
C. P. Playdell,
Fra. Sykes,
R. Leyceſter,
J. Burdett,
George Gray."

Read alſo, from the ſame Book, the following Extract of a Conſultation of the 6th May 1765.

"Fort William, the 6th May 1765.

Public Dept. Monday.

"At a Conſultation; Preſent,
The Right Honble. Robert Lord Clive, Preſident;
Wm Brightwell Sumner,
Charles Stafford Playdell,
John Johnſtone,
Francis Sykes,
Ralph Leyceſter,
John Burdett,
George Gray, } Eſquires.

"The Book of Standing Orders on the Table.

"The Conſultation of the 3d inſtant being wrote fair, was now read and approved.

Mr. Sumner takes his Seat at the Board.

"Mr. Sumner being arrived in Town, now takes his Seat at the Board, agreeably to the Company's Appointment.

Mr. Sykes ſworn in.

" The Oaths as a Member of the Council, and of Allegiance and Juſtice of the Peace, are at the ſame Time adminiſtered to Mr. Sykes.

(Signed at the End of the Conſultation)
" Clive,
Wm B. Sumner,
C. P. S. Playdell,
John Johnſtone,
R. Leyceſter,
J. Burdett,
George Gray."

To prove that Lord Clive took the Reſtrictive Oath at the Town Hall,

Read, from Book 182, the following Extract of a Secret Conſultation of the 29th September 1766, beginning at Page 768 of the ſame Book.

" Fort William, the 29th September 1766.

Monday.

" At a Conſultation; Preſent,
The Right Honble. Lord Clive, Preſident;
John Carnac,
Harry Verelſt,
Randolph Marriott,
Hugh Watts,
Claud Ruſſell,
Thomas Rumbold,
William Alderſey,
Thomas Kelſall,
and
Charles Floyer,
Eſquires.
Mr. Sumner indiſpoſed.

" Leave Room to ſign and write immediately before the ſucceeding Conſultation.

Wedneſday 1ſt October, the Right Honble. the Preſident takes the new Oath and enters into a Penalty before the Mayors * and Aldermen †.
* Sic in Orig.
† Sic in Orig.

" Purſuant to a Reſolution of Conſultation the 22d inſtant, the Right Honble. the Preſident and Council aſſembled this Morning at the Town Hall, where the Right Honble. the Preſident did, in the moſt ſolemn Manner, before the Mayors * and Alderman †, and in the Preſence of a great Number of the Inhabitants, take the Oath, and enter into the Penalty Bond propoſed to be executed by all future Governors of Fort William, reſtricting them in Points of Trade and private Intereſt; and they then withdrew.

(Signed at the End of the Conſultation)
" H. Verelſt,
H. Watts,
Claud Ruſſell,
Wm Alderſey,
Tho. Kelſall,
Charles Floyer."

The Counſel for the Defendant ſtated, they would next prove that the Oath of Office, taken at the Council Board by Mr. Verelſt on the 29th January 1767, was not the Reſtrictive Oath propoſed by Lord Clive; that he took the Reſtrictive Oath a few Days after, viz. on the 16th February 1767, at the Town Hall.

Read, from Book 201, the following Extract of a Secret Conſultation of the 16th February 1767, beginning at Page 155 of the ſame Book.

" Fort William, 16th February 1767.

Monday.

" At a Conſultation; Preſent,
The Honble. Harry Verelſt Eſquire, Preſident;
Colonel Richard Smith,
Claud Ruſſell,
William Alderſey,
Thomas Kelſall,
Charles Floyer,
Alexander Campbell,
Eſquires.

Tueſday. The Honble. the Preſident takes the Oath, and enters into the

" Purſuant to a Reſolution of the 9th inſtant, the Honble. the Preſident and Council aſſembled this Morning at the Town Hall, where the Honble. the Preſident did in the moſt ſolemn Manner, before the Mayor and Aldermen, and in Preſence of a great Number of Inhabitants, take the Oath, and enter into the Penalty Bond propoſed to be executed by all future Governors of Fort

William, reſtricting them in Points of Trade and private Intereſt; and they then withdrew. (a) Penalty Bond before the Mayor and Aldermen.

(Signed at the End of the Conſultation)
" H. Verelſt,
Claud Ruſſell,
Wm Alderſey,
Charles Floyer,
Alexr Campbell."

To ſhew that Sir John M'Pherſon did not take the Reſtrictive Oath,

Read, from Book 181, the following Extract of a Public Conſultation of the 12th February 1785, beginning at Page 210 of the ſame Book.

" Fort William, the 12th February 1785,

" At a Council; Preſent, General Dept. Saturday.
John Macpherſon Eſquire, Preſident;
and
John Stables Eſquire.

" The Honourable Warren Haſtings Eſquire having reſigned 'The Office of Governor General 'and of his Place altogether' in the Honourable Company's Service, the Honourable John Macpherſon Eſquire, in Addition to his former Oath as Member of this Government, now takes the eſtabliſhed Oath of Governor General, and his Seat accordingly; the Commander in Chief and Advocate General attending.

(Signed at the End of the Conſultation)
John Macpherſon."

To ſhew that Lord Cornwallis did not take the Reſtrictive Oath,

Read, from Book 655, the following Extract of a Public Conſultation of the 12th September 1786, beginning at Page 276 of the ſame Book.

" Fort William, the 12th September 1786.

" At a Council; Preſent in Fort William, Pub. Dept.
The Honble. John Macpherſon Eſquire,
John Stables Eſquire,
and
The Honble. Charles Stuart.
Lieutenant General Robert Sloper indiſpoſed.

" The Oaths of Governor General, of Allegiance, and of a Juſtice of the Peace, are adminiſtered to the Right Honourable Charles Earl Cornwallis, who takes his Seat as Governor General accordingly.

(Signed at the End of the Conſultation)
" Cornwallis,
John Macpherſon,
John Stables,
Chas Stuart."

To ſhew that the Court of Directors diſapproved of the Eſtabliſhment made by Lord Clive for the Office of Preſident, and which was ſpecified in Terms in the Oath to be the Conſideration for which it was taken, and ſubſtituted a different Allowance in its Stead, and therefore that the Terms of the Oath would no longer apply in the Caſe of a Preſident, ſubſequent to ſuch Communication from the Court of Directors,

Read, from Book 2 already delivered in, the following Extract of a General Letter from the Court of Directors to the Preſident and Council at Bengal, dated 20th November, 1767, beginning at Page 573 of the ſame Book.

" Our Preſident and Council at Fort William, in Bengal.

Par. 88. " We have taken your Plan for conducting the Salt Trade, as contained in your Proceedings of the 8th September 1766, into our moſt ſerious Conſideration; and having reviſed all that we and you have wrote on the Subject of the Inland Trade in general, and of Salt in particular, we are the more convinced of the abſolute Neceſſity of excluding all Perſons whatſoever, excepting the Natives only, from being concerned therein; and we accordingly hereby ratify and confirm the Orders we gave in our Letters of the 19th February and 17th May 1766, That no Company's Servant, free Merchant, or an European, ſhall, in any Mode or Shape whatſoever, either by themſelves or Agents, directly or indirectly, trade in, or be concerned in carrying on an Inland Trade, in Salt, Beetle Nut, Tobacco, or in any other Articles produced and conſumed in the Country: And ſuch Trade is hereby abſolutely aboliſhed, and put a final End to, agreeable to our before mentioned Orders. And further, if any of the before deſcribed Perſons ſhall directly or indirectly carry on, or be concerned in ſuch Inland Trade, or in farming the Caliaries, or making Salt, if a Company's Servant, he is to be immediately diſmiſſed the Company's Service, and from all others the Company's Protection is to be forthwith withdrawn.

(a) This Entry is ſubſequent to the Signatures at the End of the Conſultation.

" 89. Having thus prohibited our Servants from being concerned in the Inland Trade, the Allowance of ⅛ ⅌ Cent. Commiſſion on the Dewanny Revenues, ſettled by you on the Governor for relinquiſhing all Share in the Salt Trade, is abſolutely to determine and ceaſe upon the Firſt Day of September 1767.

(Signed at the End of the Letter)

London,
20th November 1767.

" Hy Crabb Boulton,
John Stephenſon,
J. Creſwicke,
G. Colebrooke,
Ja. Cookburne,
Ben. Booth,
E. H. Cruttenden,
Geo. Wombwell,
Edw. Wheler,
Willm Snell,

Thos Rous,
Thos Saunders,
Geo. Dudley,
P. Cuſt,
Henry Savage.
Robert Jones,
John Manſhip,
F. W. Barrington,
Luke Scrafton,
John Roberts,
J. Pardoe."

Read, alſo, a further Extract from the ſame Book and ſame Letter, beginning at Page 581 of the ſame.

" Our Preſident and Council at Fort William in Bengal.

" Par 105. As the Trade of our Servants is to be confined to the Articles of Import and Export only, in which they will be conſiderably affected by the great Demands for extending the Company's Inveſtments; and conſidering the great Increaſe of Buſineſs in which our principal Servants are neceſſarily engaged, and which demand their utmoſt Care and Attention; we are come to a Reſolution to give them a reaſonable Encouragement to exert themſelves with Zeal and Alacrity in their ſeveral Departments, but which they are to look upon as a free Gift from the Hand of their Employers, offered to them annually, ſo long as the preſent Revenues ſhall remain with the Company, and their Behaviour ſhall continue to merit ſuch a Reward. We therefore hereby order and direct,

" 106. That you draw out an annual Account of the Sums received from the Dewannee, deducting thereout the ſtipulated Payments to the King and the Nabob, and the Allowance to the Nabob's Miniſters; alſo the Revenues of the Provinces of Burdwan, Midnapore, Chittagong, and the Calcutta Purgunnahs, from which are to be deducted Lord Clive's Jaghire, and the ordinary Charges of Collection.

" 107. Upon the Amount of the ſaid Nett Revenues you are hereby indulged to draw a Commiſſion of Two and an Half per Cent.

" 108. The Sum which ſhall be the Produce of the ſaid 2½ per Cent. is to be divided into One hundred Parts or Shares; which Parts or Shares are to be appropriated in the following Manner; viz.

				Shares.
The Governor is to have	—	—	—	31
The Second in Council	—	—	—	4½

The Reſt of the Select Committee, not having a Chiefſhip, each 3½ Shares.
The Reſt of the Council, not having a Chiefſhip, each 1½ Shares.

" 109. For it is our Meaning and Directions that the Chiefs of Coſſimbuzar, Patna, Dacca, and Chittagong, are not to have any Proportion of the ſaid Shares.

" 110. Being convinced that the Employs of the Reſident at the Durbar and Chief of Coſſimbuzar cannot, from the Importance and Extent of the Buſineſs of each Department, be properly executed by One Perſon; we therefore direct that they be from this Time forward ſeparated, and that ſome other Member of the Council be appointed to the ſaid Chiefſhip.—We do not make this Regulation from any Failure of Attention on the Part of Mr. Sykes, with whoſe Conduct we are perfectly ſatisfied.

" 111. And in Conſideration of the extraordinary Trouble and Attention which the Reſident at the Durbar muſt neceſſarily have in the due Execution of that important Poſt, we direct that he be allowed Four Shares and an Half; but this is to be underſtood to be in full, and inſtead of ſuch Shares as are aſſigned as above mentioned to his Rank in Council, or as a Member of the Select Committee.

" 112. The large Proportion allotted to the Governor in the before mentioned Commiſſion of 2½ per Cent. is in Conſideration of his relinquiſhing, and not being concerned in any Trade whatever, even in Articles of Import and Export, and all Preſents or other Gratifications, as expreſſed in the Deed of Renunciation in your Proceedings of the 22d September 176* which we approve and confirm, and direct that all Governors do execute the like Inſtrument on their entering into their Office. Our Inducement for annexing ſo great an Appointment to the Station of Preſident and Governor, is in full Expectation of his giving up his whole Time and Attention to the faithful Diſcharge of his Duty, and that being excluded from all Trade himſelf, he may, and we accordingly depend that he be vigilant in watching and detecting all Abuſes committed by others. (a)

* Sic in Orig.

The Counſel for the Defendant ſtated, they would next give in Evidence, the Whole of a Conſultation of the Committee at Coſſimbuzar of the 11th July 1772, of which detached Extracts only had been given in Evidence by the Managers for the Commons, and that the ſeveral Purpoſes for which they propoſed to produce the ſame, were to prove,

1ſt. The Order of the Court of Directors to appoint a proper Perſon to the Office of Miniſter and Guardian to the Nabob, in the Place of Mahomed Reza Cawn.

2d. The Nature of that Office, as it had been held by Mahomed Reza Cawn.

3d. The Reaſons of the Committee why on Grounds of general Policy that Office ought to be aboliſhed.

4th. The Abolition of it recommended by the Committee to the Board.

5th. The Appointment of the Munny Begum in like Manner recommended.

6th. The Appointment of Goordaſs received by Two of the Members of the Committee, but oppoſed by the other Three.

Read, from Book 190, already delivered in, the following Conſultation of the 11th July 1772, beginning at Page 206 of the ſame Book.

" Coſſimbuzar, the 11th July 1772.

" At a Committee; Preſent,

The Honble. Warren Haſtings, Preſident,

Samuel Middleton, Philip Milner Dacres, James Lawrell, and John Graham;	Eſquires.

Deliberations on the Appointment of the Nabob's Miniſters.

" The Committee having aſſembled this Day to conſider on the Means of regulating the Nabob's Houſhold, One of the Points referred to them by the Inſtructions of the Board in their Letter of the 4th June.

" Read the following Extracts of the Honble. Company's Commands ℘ Lapwing.

" Extract of the General Letter ℘ Lapwing, dated the 28th Auguſt 1771.

Extracts of General Letter.

" Par. 24. Though we have not a Doubt, but that by the Exertion of your Abilities, and the Care and Aſſiduity of our Servants in the Superintendency of the Revenues, the Collections will be conducted with more Advantage to the Company, and Eaſe to the Natives, than by Means of a Naib Dewan; we are fully ſenſible of the Expediency of ſupporting ſome oſtenſible Miniſter in the Company's Intereſt at the Nabob's Court, to tranſact the Political Affairs of the Circar, and interpoſe between the Company and the Subjects of any European Power, in all Caſes wherein they may thwart our Intereſt, or encroach on our Authority. And as Mahomed Reza Cawn can no longer be conſidered by us as one to whom ſuch a Power can ſafely be committed, we truſt to your local Knowledge the Selection of ſome Perſon well qualified for the Affairs of Government, and of whoſe Attachment to the Company you ſhall be well aſſured. Such Perſon you will recommend to the Nabob to ſucceed Mahomed Reza Cawn, as Miniſter of the Government, and Guardian of the Nabob's Minority; and we perſuade ourſelves, that the Nabob will pay ſuch Regard to your Recommendation, as to inveſt him with the neceſſary Power and Authority.

" 25. As the Advantages which the Company may receive from the Appointment of ſuch Miniſter will depend upon his Readineſs to promote our Views, and advance our Intereſt, we are willing to allow him ſo liberal a Gratification as may excite his Zeal, and enſure his Attachment to the Company: We therefore empower you to grant to the Perſon whom you ſhall think worthy of this Truſt, an annual Allowance not exceeding Three Lacks of Rupees, which we conſider not only as a munificent Reward for any Services he ſhall render the Company, but ſufficient to enable him to ſupport his Station with ſuitable Rank and Dignity.—And here we muſt add, that in the Choice you ſhall make of a Perſon to be the active Miniſter of the Nabob's Government, we hope and truſt that you will ſhew yourſelves worthy of the Confidence we have placed in you, by being actuated therein by no other Motives than thoſe of the public Good, and the Safety and Intereſt of the Company.

(a) Vide Appendix, N° XCI.

“ 26. See in Proceedings of the 7th July.

Opinion. “ The Committee are fully ſenſible of the Expediency, remarked by the Honourable Court of Directors, of holding out the Authority of the Country Government to the European Powers in all Caſes wherein their Intereſts may interfere with thoſe of the Company; but we humbly conceive that when they are acquainted with all the Circumſtances which the Opportunity of preſent and local Information have offered to our Notice, they will judge with us that it is neither neceſſary for that Purpoſe, nor adviſeable for other Reaſons, to delegate an extraordinary permanent Authority to any ſingle Miniſter of the Nabob, ſince any Man, of what Rank ſoever, may be occaſionally commiſſioned to treat on the commercial Concerns of the European Nations, ſettled in theſe Provinces, according to the Cuſtom which has been invariably obſerved in ſuch Caſes with all the European Companies, the Engliſh alone within theſe Fifteen Years excepted. They were never allowed a perſonal Intercourſe with the Nabob but as a ſpecial Favour, nor even with his Miniſter; but tranſacted all Affairs by their Vakeels with the Muttaſuddies of the Durbar in Matters reſpecting the Government and Peace of the Country in which foreign Nations may be concerned. The Nabob's Mandate under his Seal will be a ſufficient Indication of his Pleaſure; and the Officers acting by his Authority in conſequence will receive the uſual Warrants, in his Name, without any apparent Intervention of either the Controul or Influence of the Company: The Appointment therefore of a Naib Soubah for ſuch Purpoſes we judge unneceſſary; nor is it allowable to ſuppoſe that our Honble. Maſters would approve of our putting them to the Charge of an annual Salary of Three Lacks of Rupees to ſuch an Officer, merely for the Sake of giving Eclat to the Negociation, or authenticating the Privileges of their Rivals in Trade, if the Ends ot an oſtenſible Miniſter can be equally anſwered by other Means that ſhall not encroach in ſo great a Degree on the public Treaſure, or leſſen the Conſequence of our own Adminiſtration: But it is not only unneceſſary; it may be liable to much preſent Inconvenience, and to future Danger.

“ The Office of Naib Soubah, according to its original Conſtitution, comprehends the Superintendency of the Nabob's Education; the Management of his Houſehold; the Regulation of his Expences; the Repreſentation of his Perſon; the chief Adminiſtration of Juſtice; the iſſuing of all Orders, and Direction of all Meaſures, which reſpect the Government and Police of the Provinces; the Conduct of all public Negociations, and Execution of Treaties; in a Word, every Branch of executive Government. We do not mention the Military Command, that having been by Treaty ceded to the Company; but even this great Charge cannot be wholly alienated from the Naib Soubah if there is one, ſince, by virtue of his Office, it is his Name which muſt authorize every Act of Compulſion with regard to the European Companies. By the Exerciſe of ſuch extenſive Powers, united in the ſame Perſon, the Rights and Perogatives of the ancient Government will ſtill be preſerved, and the Minds of the People, inſtead of being familiarized to the Authority of the Company, will be taught to look forward to the Time when the Nabob ſhall reſume the Sovereignty and State of his Predeceſſors, from which his preſent Youth excludes him.

“ We are not informed what Line our Superiors mean to purſue on the Concluſion of the Nabob's Minority: We can plainly ſee that whatever Faith may be due to Treaties, ſubſiſting on Grounds of very controvertible Authority, a divided Government cannot laſt, but muſt be productive of continual Conteſts, and end at length in a Scene of Bloodſhed like that which we have once already experienced. For theſe Reaſons it is our Duty to ſuppoſe the Poſſibility of a total Change of Government by Degrees taking Place, which ſhall ſubſtitute the real Power which protects this Country in the Place of that which claims Poſſeſſion of it by a Right it is unable to aſſert or ſupport, and to provide for the gradual Completion of it by ſuch Means as can be regularly and juſtifiably exerted. The Nabob's Minority inconteſtably affords us ſuch Means, ſince whatever Share of Authority we ſhould leave in his Hands, or whatever Portion of the Public Revenue we ſhould allow for his Uſe, would prove of no Benefit to him; the former would be uſurped to gratify the Purpoſes of private Ambition, and employed perhaps to his Deſtruction; the latter would be diſſipated by the Minions of his Court:—In whoſe Hands can both reſt with ſuch Propriety as in thoſe to which they naturally belong? And if at the Expiration of the Term which ſhall be fixed to his Minority, it ſhall then be reſolved to reſign to him the Authority which his Rank and Station may claim, ſuch a Ceſſion will have ſo much the more Merit, as the Temptation and Means of withholding are the greater.—Whatever therefore may be the future Determination, it is our Duty to take ſuch Meaſures as may inſure to our Superiors the Option of acting according to their own Ideas of Juſtice and Propriety; that is, to retain openly, and in our own Hands, the whole Conduct of Government for the preſent; to accuſtom the People to the Sovereignty of the Britiſh Nation; to divide the Offices of the Nizamut; and to ſuffer no Perſon to ſhare in the Management of the Nabob's domeſtic Affairs, who, from Birth, Rank, perſonal Conſideration, or from actual Truſt, may have it in his Power to aſſiſt his Maſter with the Means, or even to inſpire him with the Hopes, of future Independence.

☞ [“ On theſe Grounds we are of Opinion, that the Office of Naib Soubah be totally aboliſhed; that a Perſon not liable to the above Objections be appointed Guardian to the Nabob, and entruſted with the Care and Rule of his Family, and that a Dewan be alſo nominated, ſubject to the Controul of the former, who ſhall regulate and pay the Salaries of the Nabob's Servants, and keep the Account of his Expences, to be monthly tranſmitted to the Board, according to the Orders of the Honble. Court of Directors.

“ Of the Magiſtracy we ſhall ſpeak in another Place.—We know no Perſon ſo fit for the Truſt of Guardian to the Nabob, as the Widow of the late Nabob Jaffier Ally Cawn, Minnee Begum. Her Rank may give her a Claim to this Pre-eminence without Hazard to our own Policy; nor will it be found incompatible with the Rules preſcribed to her Sex by the Laws and Manners of her Country, as her Authority will be confined to the Walls of the Nabob's Palace, and the Dewan will act, of Courſe, in all Caſes in which ſhe cannot perſonally appear. Great Abilities are not to be expected in a Zenana; but in theſe ſhe is very far from being deficient; nor is any extraordinary Reach of Underſtanding requiſite for ſo limited an Employ. She is ſaid to have acquired a great Aſcendant over the Spirit of the Nabob, being the only Perſon of whom he ſtands in any Kind of Awe, a Circumſtance highly neceſſary for fulfilling the chief Part of her Duty in directing his Education and Conduct, which appear to have been hitherto much neglected.

Reſolution.

“ Reſolved therefore, that it be recommended to the Board to appoint Minnee Begum to the Guardianſhip of the Nabob, and ſuperintending of his Houſehold.]

☞

Rajah Goordaſs propoſed for Dewan.

Preſident's Minute.

☞ [“ The Preſident propoſes Rajah Goordaſs, the Son of Maha Rajah Nundcomar, for the Office of Dewan to the Nabob's Houſehold. The inveterate and rooted Enmity which has long ſubſiſted between Mahomed Reza Cawn and Nundcomar, and the Neceſſity of employing the Vigilance and Activity of ſo penetrating a Rival to counteract the Deſigns of Mahomed Reza Cawn, and to eradicate that Influence which he ſtill retains in the Government of this Province, and more eſpecially in the Family of the Nabob, are the ſole Motives for this Recommendation. The Honble. Company, in their Letter by the Lapwing, order that both ‘ Mahomed Reza ‘ Cawn, and every Perſon employed by or in Conjunction with him, or acting under his Influ‘ ence, ſhall be diveſted of any further Charge or Influence in the Collections.’ And they further direct that a ſtrict Scrutiny be made into his Conduct in the Exerciſe of his Office of Naib Soubah, from the Suſpicion of his having been ‘ equally unfaithful in the Diſcharge of that Truſt.’

“ It is very evident from theſe Orders that it was the Intention of the Court of Directors to make an entire Reformation in the Government of theſe Provinces, and to begin with the Abolition of that Authority which had been eſtabliſhed in it during the Courſe of the laſt Seven Years. Indeed if this had not been expreſſed, it muſt neceſſary * have been implied in their Commands, ſince it was not to be expected that a new Plan of Government could effectually take place while the Influence of the former ſubſiſted. The ſame Man till lately had the Charge of the Nabob's Houſehold, the ſole Application of his vaſt Stipend, the Adminiſtration of Juſtice, and the Collection of the Revenues of the Province; in a Word, every Branch of the Adminiſtration was centered in the Perſon of Mahomed Reza Cawn.

* Sic in Orig.

“ It is true that his Authority was much diminiſhed in the Collections by the Inſtitution of the Superviſors, but he ſtill retained an Influence in moſt Parts of the Province; and on ſome his ſecret Power was even ſuperior to that of the Superviſor. In the Direction of the Nabob's Houſehold he acted without Check or Controul: The Nabob's Servants were all of his Appointment,—his Creatures and Dependants. Theſe ſtill continue in Charge of the Nabob's Perſon, and in Poſſeſſion of his Mind, which they may be naturally ſuppoſed to bend to ſuch Inclinations and Purpoſes as may beſt ſuit the Views and Intereſts of their Patron.

“ Theſe Reaſons will juſtify the Nomination of a Man to ſupply the Place of the late Naib Soobah who is known to be his moſt violent Opponent, and moſt capable of oppoſing him. It is not pretended that theſe Ends are to be obtained merely from the Abilities of Rajah Goordaſs, his Youth and Inexperience render him, although unexceptionable in other Reſpects, inadequate to the real Purpoſes of his Appointment; but his Father hath all the Abilities, Perſeverance, and Temper requiſite for ſuch Ends in a Degree perhaps exceeding any Man in Bengal: Theſe Talents heretofore made him obnoxious to Government itſelf, and therefore it might be thought unſafe to truſt him with an Authority ſo near the Nabob, whom he might inſpire with his own Ambition, and aſſiſt with the Means of carrying it to the moſt dangerous Extremes: It is poſſible that this might be the Caſe, were he immediately and formally entruſted with the Charge in Queſtion, and therefore it is propoſed to confer it upon his Son, who is of himſelf incapable of making a very bad uſe of it, and to allow of his acting under the Influence and Inſtruction of his Father, who, holding no Office under the Nabob, and being a Subject of our Government, may be removed without Eclat, or the leaſt Appearance of Violence, whenever he ſhall be proved, or even ſuſpected, to abuſe his Truſt, and apply it to Deſigns hurtful to the Intereſts of the Honble. Company.

“ Warren Haſtings.

Mr. Middleton's Minute.

“ Mr. Middleton delivers in the following Minute.

“ For the Reaſons which have been ſo properly and powerfully urged by the Preſident, I entirely approve of the Choice he has made in the Perſon of Rajah Goordaſs, as a Man the moſt eligible to ſuperintend the Affairs of the Nabob's Houſehold, and at the ſame Time to complete the Reformation which the Company have thought neceſſary to be made in the Government of this Country.—Young and inexperienced himſelf, without that Temper of Mind which denotes Ambition, no Apprehenſions need be entertained of his making an improper Uſe of the Authority with which he is inveſted; yet directed by the Counſel of his Father, whoſe Abilities and Inveteracy to the late Naib Soobah are well known, he not only muſt be deemed capable of diſcharging all the Functions of his Office with Applauſe, but muſt appear particularly calculated to anſwer thoſe Ends the Honourable Company have in View, by the total Suppreſſion of that Influence which has hitherto been placed in the Perſon of Mahomed Reza Cawn; and this without any Danger that Schemes of Ambition will be formed by the Father himſelf; or if formed, without a Poſſibility of executing them, ſeeing that the Power, from which his Conſequence is only reflected, will be ſo circumſcribed, and wholly unable to ſcreen him, on the leaſt Breach of Confidence, from the juſt Reſentment of thoſe to whom he is indebted for the Degree of Conſideration he holds.

“ Samuel Middleton.

Meſſrs. Dacres, Lawrell, and Graham, diſſent.

“ Meſſrs. Dacres, Lawrell, and Graham, object to the Propoſition of appointing Rajah Goordaſs Dewan to the Nabob, and will aſſign their Reaſons at a future Meeting.

“ Agreed, that the following circular Letter be written to the Collectors of Dinagepoor.

Circular Letter to the Collectors.

“ To Mr. William Marriott, Collector of Dinagepoor.

“ Sir,

“ As we judge it expedient to have before us ſeveral Papers relating to your Diſtrict for our better Determination on the Buſineſs of the Settlement, you are deſired, as ſoon as poſſible, to prepare and ſtate, in the cleareſt and moſt intelligible Manner, and tranſmit to us here the following Accounts.

“ 1. Account of the Huſtabood for laſt Year.
“ 2. Account of the Jumma Waſil Baky for D°.
“ 3. General Treaſury Account.
“ 4. Account of Sudder and Moſuſſil Charges.
“ 5. Account of the Chakeran Lands, as required in the 20th Article of the Regulations.
“ 6. Account of the Zemindarry Ghauts, and their Annual Revenue.
“ 7. Accounts of the Bazee Jumma and Haldary, or Tax on Marriages.
“ 8. Account of Cauzees and Ihteſaubs Fees on D°.

“ Theſe you will accompany with ſuch a Repreſentation as you may have prepared for the Inſpection of the Committee, reſpecting the preſent State of your Diſtrict, and the Expectations to be entertained from ſettling the Revenue on the intended Plan. We ſhall be glad to have your Sentiments on the Adminiſtration of Juſtice, and the Number and Nature of the ſeveral Officers neceſſary to be employed in that Branch in your Diſtrict; and to be informed whether any Propoſals have hitherto been delivered in to you for farming their Lands.

* “ As Three Months of the preſent Bengal Year are now elapſed, and the Period of the Firſt Harveſt is near at Hand, the Produce of which, in many Diſtricts, contributes to anſwer a large Proportion of the Government's Revenue; moreover, as the Attention of this Committee will ſtill be occupied a conſiderable Time longer in the Regulations and Arrangements they have to eſtabliſh at this Station, which muſt, of Courſe, delay the Progreſs of their Circuit, we, for all theſe Reaſons, judge it neceſſary, in Addition to the Orders you have already received for ſecuring the new Year's Collections, to recommend this Object to your moſt aſſiduous Attention. If you eſteem it eſſential for this Purpoſe to hold the Pooneah in the Pergunnahs, you have our Permiſſion to do ſo, and in making the Collections, you are to conform to the Kiſtbundy of laſt Year. If the preſent Farmers ſhould decline rendering themſelves reſponſible for their Rents, you muſt, of Neceſſity, appoint Sheikdars to collect them; but as the greater Confidence and Reliance to be placed in the Care and good Management of the Farmers is ſo very obvious, we enjoin you to employ your beſt Endeavours to continue to hold their Farms, and diſcharge their Rents, according to their late Agreements, until the Committee can arrive on the Spot to finiſh the Settlement.

“ We are well aware, that whilſt the new Settlement thus remains in ſuſpenſe, Opportunity is offered for withholding the Revenue, and occaſioning Deficiencies. It is to prevent Effects of this Nature that we now give you theſe Orders, and we depend on your attending ſo ſtrictly to the Buſineſs of Collections, as that none ſuch will enſue.

" Your Remittances you will continue to diſpatch as uſual to the Chief and Council of Revenue at Moorſhedabad.

" We are,
Sir,
Your moſt obedient humble Servants,
(No Signatures.)

" Coſſimbazar,
the 11th July 1772.

" The ſame was written to
" Mr. G. G. Ducarel, Collector of Purneah.
Mr. Wm Harwood, — Rajemihal and Boglepoor.
Mr. W. Barton, — Tipperah.
Mr. Ch. Bentley, — Chittigong.
Mr. C. Wr Boughton Rous, — Rajeſhahy.
Mr. Cha. Purling, — Rungpoor.

" To William Lambert Eſquire, Collector of Dacca.

" The ſame was written with the following additional Paragraph inſerted at the Mark ✱.

" We have further to require of you, to adviſe us whether the Talookdarry Lands of your Diſtrict have ever had their Value aſcertained by a Huſtabood; and if they have not, we deſire you will immediately appoint proper Perſons to make ſuch a Valuation, as without this it will be impoſſible to make a proper Settlement of the Revenue, or determine on the Rights and Privileges of the Talookdars.

Mr. Middleton's Repreſentation on Huzoory Talooks.

" Mr. Middleton gives in the following Repreſentation on the Subject of the Accounts which he is to prepare by Deſire of the Committee.

" Since our Meeting of the 7th I have employed myſelf in taking the neceſſary Meaſures for ſupplying the Committee with the ſeveral Accounts they have required in the Extract delivered to me of their Proceedings; but as ſome Obſtacles have occurred in the Execution of ſuch Part of the Reſolutions as are contained in the Firſt and Second Paragraphs, ariſing from Circumſtances peculiar to the Huzzoor Zillahs, which I imagine muſt have eſcaped the Notice of the Committee, I think it neceſſary before I proceed farther to lay before them the following Repreſentation.

" From Time immemorial it has been cuſtomary for the Zemindars, on falling in Arrear in the Payment of their Rents, to raiſe a Sum of Money for that Purpoſe by diſpoſing of Part of their Lands, either voluntarily or by Compulſion of the Government. Theſe Lands ſometimes are entirely alienated, and become dependent only on the Khalſah, or they are annexed to the Domains of another Landholder who purchaſes them, or they are allowed to continue Muſcoory, that is, under the Juriſdiction of their former Zemindar, paying only the Tukſeemy Revenue, with the Rate of Taxes impoſed on the Reſt of the Province; but in this Caſe they often afterwards find Means, either by Complaints or by the Interpoſition of powerful Intereſt, to procure an Order from the Government for their Diſmemberment, authorizing them at the ſame Time to remit their Rents immediately to the Khalſah.

" From theſe ſeveral Methods of transferring Land, Alterations have inceſſantly taken Place in the Zemindarries, which, for Want of explicit and accurate Records, it would be now difficult to trace back to any particular Period, without relying in a great Meaſure for our Information on the Zemindars and Talookdars themſelves.

" Extenſive Zemindaries have in the Courſe of Time been diſmembered into a Number of inconſiderable and independant Talooks; others, which now rank in the Firſt Claſs, have been formed by uniting together ſeveral ſmall Portions of Land obtained from different Zemindars; Silburris affords an Inſtance of the Firſt Poſition, Rohunpoor of the Second. Silburris formerly paid a Revenue of upwards of a Lack and Fifty thouſand Rupees; by ſucceſſive Alterations it is now reduced to leſs than 50,000 Rupees. If the Meaſure in Agitation ſhould take Place, and the Mahalls which have been ſeparated from the greater Zemindaries ſhould be re-annexed, Silburris will receive back Lands to the Amount of about 60,000 Rupees collected from the Preſence; and as Impartiality requires that if the Huzzoory Zillahs are deprived of the Benefit of their Purchaſe and re-annexed, ſo thoſe alſo which are abſorbed into other Zemindaries ſhould be reſtored to their original Proprietor: If ſo, Rokunpoor muſt not only yield up to Silburris it's Acquiſitions of about 80,000 Rupees; but being wholly compoſed of Lands obtained from other Zemindars, it muſt by this Plan of Reſtitution be totally annihilated.

" The Khas Talooks comprehend an infinite Number of ſmall Portions of Land, which the Nabobs Sujah ul Dowlah, Jaffier Cawn, and Surfrauz Cawn, ſelected from ſeveral Zemindaries, to which they in general ſtill pay the Rate of Land Rent originally ſettled. Theſe being under the immediate Inſpection and Care of Government, have, by the Eſtabliſhment of Gunges and other ſalutary Meaſures, greatly improved, and now yield a Revenue much exceeding what they would have produced had they continued under the Zemindars; and were they now to be re-annexed, in all Probability a conſiderable Loſs would enſue in the Decreaſe of their Value.

" Beſides a Number of other Inſtances which might be produced, many of the Villages which originally pertained to Bherde, Mehlind, Coolberreah, &c. ſome of the Diviſions of Cuttubpoor, Barbeck Sing, Futtypore, and which are each ſeparate Zemindaries, have, by Purchaſe, Uſurpation,

tion, or other Means, become included in Rajeſhaky. The Lands thus ſeparated being long conſidered by the Poſſeſſor in the ſame Light as his own original Diſtricts, little Care has been taken to mark their reſpective Boundaries, and in many Places it will now be ſound difficult to diſtinguiſh them, at leaſt to effect it with Preciſion; to aſcertain the Cauſe and Manner of each Diſmemberment, and to arrange the Accounts afterwards in a new Form, will, I am apprehenſive, retard too long the important Operations of this Committee.

"Theſe Remarks I have thought it neceſſary to ſubmit to the Conſideration of the Committee, and ſhall be ready to follow ſuch Inſtructions as they may in conſequence think proper to give me.

Lies for Conſideration. "Ordered, That it lay for the Inſpection of the Committee.

"Warren Haſtings,
P. M. Dacres,
James Lawell,
J. Graham."

To ſhew that the Board adopted, in every Reſpect, the Recommendation of the Committee as to the Points in which they agreed, and further, that they concurred with the Minority, of which Mr. Haſtings was one, and appointed Rajah Goordaſs to be Dewan,

Read, from Book 189, the following Extract of a Secret Conſultation of the 6th of Auguſt 1772, beginning at Page 330 of the ſame Book.

"Fort William, the 6th Auguſt 1772.

Secret Dept. Thurſday. "At a Conſultation; Preſent,
William Alderſey Eſquire, Preſident;
Richard Barwell, James Harris, Henry Goodwin, } Eſquires.
Mr. Lane being returned from Jaſſore, takes his Seat at the Board.

"The Board are unanimous in concurring with the Committee of Circuit, in the Appointment of Munny Begum to the Guardianſhip of the Nabob, and the Majority approves of the Appointment of Rajah Goordaſs to be Dewan. (a)

(Signed at the End of the Conſultation)
"William Alderſey,
Richard Barwell,
H. Goodwin.

Read, alſo, from Book 180, the following Extract of a General Letter from the Governor General and Council to the Court of Directors, dated at Fort William, the 5th September 1772.

"To the Honble. the Court of Directors for Affairs of the Honble. the United Company of Merchants of England trading to the Eaſt Indies.

"Honble. Sirs,

"Par. 13. The Appointments which have been thought indiſpenſable upon the Abolition of the Office of Naib Soubah, are as follows:—A Guardian to the young Nabob, a Dewan of his Houſehold and for the Buſineſs of the Collections, a Dewan of the Khalſa. The Perſons named to theſe Truſts are Munny Begum, (the Relict of the late Nabob Jaffier Ally Khan) Guardian Rajah Goordaſs, the Son of Maha Rajah Nundcomar Dewan, and Rajah Rajebullub, the Son of the late Maha Raja Dullubram, Dewan of the Khalſa.

"14. The Nomination of Munny Begum to the Superintendance of the Houſehold and Guardianſhip of the Perſon of the Nabob, is a Meaſure from which we expect the happieſt Conſequences: Her known Averſion to Mahomed Reza Cawn, and Oppoſition of Intereſts to his, renders her the fitteſt Perſon to eradicate his Influence in the Houſehold, and her high Rank and Abilities equally qualify her to repreſent the Dignity of the Family, without any Danger to the Company from ſuch Pretenſions as might be apprehended from any Male Relation of Jaffier Ally Cawn, or from the Ambition of any other Man of Conſideration to whom ſuch a Truſt might be delegated.

(Signed at the End of the Letter)

"Fort William,
the 5th September 1772.

"William Alderſey,
Thomas Lane,
Richard Barwell,
James Harris,
H. Goodwin."

(a) Vide Appendix, Nº CCCLXIII.

Read, alſo, from the ſame Book, the following Extract of a General Letter from the Governor General and Council to the Court of Directors, dated at Fort William, 10th November 1772, Secret Department.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the Eaſt Indies.

" Honble. Sirs,

" Par. 14. We alſo acquainted you with our entire Approval of the Committee of Circuits Appointment of Munnee Begum: We have every Thing to expect from her Management in confirming the Plans of your Adminiſtration, and forwarding the Company's Views. She diſplays great Prudence in her Conduct, and carries herſelf with a Dignity becoming the Poſt ſhe holds. We can ſay little of the Nabob himſelf, he ſeems to betray a Mind more neglected than really deficient at the Bottom. How far the Care of Munnee Begum may be able to bring him back to himſelf muſt be ſeen in future. In the mean Time the Preſident, with her Approbation, has driven from his Preſence ſome of the chief Minions of his Favour, and Inſtruments of his irregular Pleaſures.

(Signed at the End of the Letter)

" Fort William,
the 10th November 1772.

" Warren Haſtings,
Rd Barker,
Wm Alderſey,
Thomas Lane,
Richd Barwell,
James Harris,
H. Goodwin."

To ſhew, that a regular Communication was made at the Time to the Court of Directors by the Board, as to the Execution of the Order with reſpect to the Appointment to take Place on the Removal of Mahomed Reza Khan,

Read, from Book 180, the following Letter from the Governor General to the Secret Committee of the Court of Directors, dated at Coſſimbuzar, the 1ſt September 1772.

" Coſſimbuzar, 1ſt September 1772.

" To the Secret Committee of the Honble. Court of Directors for the Affairs of the Honble. United Eaſt India Company.

" Gentlemen,

" 1. This accompanies a Duplicate of my Letter of the 24th April laſt.

" 2. Since that Date I have duly received the Duplicate and Triplicate of your Commands of the 28th Auguſt 1771.

" 3. The immediate Departure of the Colbrooke, which ſailed (as I recollect) the Day after my Letter of the 24th April had reached her, prevented my giving you further Intelligence of the Iſſue of the Meaſures which I had taken for the Arreſt of Mahmud Rezza Cawn. As your Commands were peremptory, and addreſſed to myſelf alone, I carefully concealed them from every Perſon, except Mr. Middleton, whoſe Aſſiſtance was neceſſary for their Execution, until I was informed by him that Mahmud Rezza Cawn was actually in Arreſt, and on his Way to Calcutta. To have conſulted the Board on a Point on which your authoritative Commands had left me without a Choice, or to have deſired their Aſſiſtance when I had ſufficient Power to act without it, would have been equally improper:—But I will confeſs that there were other cogent Reaſons for this Reſerve. I was yet but a Stranger to the Characters and Diſpoſitions of the Members of your Adminiſtration.—I knew that Mahmud Rezza Cawn had enjoyed the Sovereignty of this Province for Seven Years paſt, had poſſeſſed an allowed annual Stipend of Nine Lacks of Rupees, the uncontrouled Diſpoſal of 32 Lacks entruſted to him for the Uſe of the Nabob, the abſolute Command of every Branch of the Nizamut, and the Chief Authority in the Dewanee; to ſpeak more plainly, he was in every Thing but the Name the Nazim of the Province, and in real Authority more than the Nazim. I could not ſuppoſe him ſo inattentive to his own Security, nor ſo ill verſed in the Maxims of Eaſtern Policy, as to have neglected the *d'e Means of eſtabliſhing an Intereſt with ſuch of the Company's Agents as, by actual Authority or by Repreſentation to the Honourable Company, might be able to promote or obſtruct his Views;—I choſe therefore, to avoid the Riſk of an Oppoſition, to put the Matter beyond Diſpute, and then to record what I had done. The ſame Reflections occurred to me when I propoſed to entruſt Mr. Middleton with the Execution of your Commands, which might with more Certainty have been effected by an Order to the Commanding Officer of the Brigade ſtationed at Burrampoor; but this would have been productive of much Diſturbance. I was convinced that I might ſecurely rely on Mr. Middleton, and his Behaviour juſtified that Confidence: Indeed I am bound in Juſtice to bear the ſame Teſtimony to his faithful Attention to your Intereſts in many other Inſtances which I have had Occaſion to experience of his ſubſequent Conduct, in which he has

* Sic in Orig.

ſhewn himſelf a zealous Aſſerter of your Rights, and a Supporter of the Authority of your Government.

“ Your public Records will inform you, that Mahmud Rezza Cawn was brought, without Delay, to Calcutta, where he has been detained ever ſince in an eaſy Confinement: That it was judged adviſeable and conſiſtent with the Tenor of your Commands, that Rajah Shiteb Roy ſhould be arreſted and brought likewiſe to Calcutta. For the Particulars of theſe Tranſactions, and the Debates concerning them, I beg Leave to refer you to the Proceedings themſelves, which will better explain, than I can, the Motives which influenced the Reſolutions of the Board, and the Opinions of the different Members upon them. Something more may be neceſſary to be ſaid concerning my own Conduct, which, as it was grounded ſolely on the ſecret Inſtructions which you had been pleaſed to give me for my Guidance, become a proper Subject of this Addreſs.

“ It may, at firſt Sight, appear extraordinary, that Mahmud Rezza Cawn and Rajah Shitab Roy have been ſo long detained in Confinement, without any Proof having been obtained of their Guilt, or Meaſures taken to bring them to a Trial. Very valid Reaſons for this Delay have been aſſigned in our Minutes. I beg Leave to call to your Recollection, that by a ſtrange Concurrence of unforeſeen Cauſes, your Adminiſtration had, at this Time, every Object that could engage the Care of Government, War only excepted; all demanding their inſtant Attention,—the Settlement of the Revenue of Bengal; the Diſmiſſion of the Naib Dewan and Naib Subah of the Provinces; the Enquiry into his Conduct for a Courſe of Years preceding the Diſmiſſion of the Naib Dewan of Bahar, and Enquiry into his Conduct; the Eſtabliſhment of the Dewannee on the Plan directed by the Honourable Company; the Arrangement of the Nabob's Houſehold; the Reduction of his Allowance and Expences; the Eſtabliſhment of a regular Adminiſtration of Juſtice throughout the Province; the Inſpection and Reformation of the Offices at the Preſidency; and independent of all theſe, the ordinary Duties of the Preſidency, which, from the amazing Growth of your Affairs, were of themſelves ſufficient to occupy the whole Time and Application which we could beſtow upon them, and even more than we could beſtow, from the Want of a regular Syſtem, the natural Conſequence of the Rapidity with which theſe Affairs have accumulated. So circumſtanced, we were under an abſolute Neceſſity to leave many Affairs ſuſpended, that we might give due Diſpatch to the Reſt. The Firſt in immediate Conſequence claimed our immediate Regard. This was the Settlement of the Revenue. It was late in the Seaſon; the Lands had ſuffered unheard of Depopulation by the Famine and Mortality of 1769. The Collections violently kept up to their former Standard had added to the Diſtreſs of the Country, and threatened a general Decay of the Revenue, unleſs immediate Remedies were applied to prevent it. The Farming Syſtem for a Courſe of Years, ſubjected to proper Checks and Regulations, ſeemed the moſt likely to afford Relief to the Country, and both to aſcertain and produce the real Value of the Lands, without Violence to the Reiats. It was therefore reſolved, that this Buſineſs ſhould firſt take Place; and it was deemed neceſſary for this Purpoſe, that a Committee compoſed of the Members of the Council ſhould be appointed to carry it into Execution. The Arrangement of the Dewannee, and the Regulation of the Nabob's Houſehold, were added to the Charge of the Committee; and as theſe comprehended the moſt valuable Parts of your Concerns, it was thought proper that I, as Preſident, ſhould be joined with it. This rendered it neceſſary to ſuſpend the Trials of Mahmud Rizza Cawn and Rajah Shitab Roy; and this Reaſon is aſſigned for it in our Minutes. Neither Mahmud Rizza Cawn, nor Rajah Shitabroy, complain of the Delay as a Hardſhip. Perhaps all Parties, as is uſual in moſt Caſes of a public Concern, had their ſecret Views, which, on this Occaſion, though oppoſite in their Direction; fortunately concurred in the ſame Point. Theſe had conceived Hopes of a Relaxation of the Company's Orders. Mahmud Rizza Cawn had even buoyed himſelf up with the Hopes of a Reſtoration to his former Authority by the Intereſt of his Friends, and a Change in the Direction; and his Letters, and the Letters of his Dewan to the City, declared theſe Expectations. I pretend not to enter into the Views of others. My own were theſe. Mahmud Rizza Cawn's Influence ſtill prevailed generally throughout the Country. In the Nabob's Houſehold, and at the Capital, it was ſcarce affected by his preſent Diſgrace. His Favour was ſtill courted, and his Anger dreaded. Who, under ſuch Diſcouragements, would give Information or Evidence againſt him? His Agents and Creatures filled every Office of the Nizamut and Dewannee. How was the Truth of his Conduct to be inveſtigated by theſe? It would be ſuperfluous to add other Arguments to ſhew the Neceſſity of prefacing the Enquiry, by breaking his Influence, removing his Dependants, and putting the Direction of all the Affairs which had been committed to his Care, into the Hands of the moſt powerful or active of his Enemies. With this View too, the Inſtitution of the new Dewannee * obviouſly coincided. Theſe were my real Motives for poſtponing the Enquiry. Whether my Precautions will have their Effect, is yet a Queſtion of Doubt.

* Sic in Orig.

“ 6. The ſame Principles guided me, though not uninfluenced by other Arguments of great Force, in the Choice of Munny Begum, the Widow of the Nabob Meer Jaffier, and of Rajah Goordaſs, the Son of Mahrajah Nund Comar; the former for the Chief Adminiſtration, the latter for the Dewannee of the Nabob's Houſehold,—both the declared Enemies of Mahmud Rizza Cawn. To the latter indeed I was principally inclined by your Commands, and I hope it will appear that I have adopted almoſt the only Expedient in which they could be exactly fulfilled. You directed that ‘ If the Aſſiſtance and Information of Nund Comar ſhould be ſerviceable to me

‘ in my inveſtigating the Conduct of Mahmud Rizza Cawn, I ſhould yield him ſuch Encouragement ‘ and Reward as his Trouble and the Extent of his Services may deſerve.’ There is no Doubt that Nund Comar is capable of affording me great Service by his Information and Advice; but it is on his Abilities, and on the Activity of his Ambition and Hatred to Mahmud Rizza Cawn, that I depend for inveſtigating the Conduct of the latter; and, by eradicating his Influence, for confirming the Authority which you have aſſumed in the Adminiſtration of the Affairs of this Country. The Reward which has been aſſigned him will put it fully in his Power to anſwer theſe Expectations, and will be an Encouragement to him to exert all his Abilities for the Accompliſhment of them. Had I not been guarded by the Caution which you have been pleaſed to enjoin me, yet my own Knowledge of the Character of Nund Comar would have reſtrained me from yielding him any Truſt or Authority which could prove detrimental to the Company's Intereſt; he himſelf has no Truſt or Authority but in the Aſcendancy which he naturally poſſeſſes over his Son. An Attempt to abuſe the Favour which has been ſhewn him cannot eſcape unnoticed, and if detected may ruin all his Hopes. The Son is of a Diſpoſition very unlike his Father—placid, gentle, and without Diſguiſe; from him there can be no Danger.

“ 7. You will perceive, by the Records, that this Appointment has not taken Place without Oppoſition from a Majority of the Gentlemen who form the Committee now at this Place. I know not whether you will approve or diſapprove of the Silence which I have obſerved with reſpect to your Orders in the Arguments which I have uſed in Support of my Recommendation; My Reaſon was, that I thought the Meaſure in itſelf ſo proper, that I did not doubt of its receiving the Confirmation of the Board at large; and unleſs ſome material Advantage could be gained by it, I did not think myſelf at Liberty to divulge your Secret Commands. I am at this Time moſt firmly perſuaded that no other Meaſure whatever would have been likely to prove ſo effectual, either for promoting the Enquiry which you have directed, or giving Strength and Duration to the new Syſtem.

“ 8. I hope I ſhall not appear to aſſume too much Importance, in ſpeaking thus much of myſelf in Juſtification of the Motives which led me to this Recommendation; that I had no Connexion with Nund Comar, or his Family, prior to the Receipt of your Letter by the Lapwing; that on the contrary, from the Year 1759 to the Time when I left Bengal in 1764, I was engaged in a continued Oppoſition to the Intereſts and Deſigns of that Man, becauſe I judged them to be adverſe to the Welfare of my Employers; and in the Courſe of this Contention I received ſufficient Indications of his Ill-will to have made me his irreconcileable Enemy, if I could ſuffer my Paſſions to ſuperſede the Duty which I owe to the Company. My Support of Nund Comar on the preſent Occaſion could not therefore proceed from Partiality:—It will be as obvious that my Preference of him to other Competitors could not ariſe from intereſted Motives. I may be charged with Inconſiſtency, but the Reaſons which I have urged in the Minutes of the Committee in Support of this Meaſure will, I truſt, acquit me to my Honourable Employers; and if my Conduct ſhall ſtand the Teſt of their Judgement, it is a Point of Duty to bear with the Reproaches of the uninformed Part of the World. To the Service of the Company, and to your Commands, I have ſacrificed my own Feelings (pardon the Preſumption of this Repetition); and I have combated thoſe of others joined with me in the Adminiſtration of your Affairs. I claim your Approbation of what I have done, not as a Recompence of Integrity, but as the Confirmation of the Authority which you have been pleaſed to confide in me, and of your own which is involved in it.

“ 9. I, with Pleaſure, do Juſtice to the Committee, in declaring, that, ſtrenuouſly as they oppoſed the Meaſure while it was a Point of Debate, it had no ſooner received the Sanction of your Council, than they all concurred with me in ſupporting both that and the other Reſolutions which were connected with it, as ſteadily as if they had never diſſented from it.

“ 10. The Appointment of Munnee Begum, I believe, will require no Apology: It was unanimouſly approved, and if I can be a Judge of the public Opinion, it is a Meaſure of general Satisfaction.

“ 11. The only Man who could pretend to ſuch a Truſt was the Nabob Yeterâm o'Dowla, the Brother of Meer Jaffier, a Man indeed of no dangerous Abilities nor apparent Ambition, but the Father of a numerous Family, who, by his being brought ſo nigh to the Muſnud, would have acquired a Right of Inheritance to the Subahſhip, and if only One of his Sons, who are all in the Prime of Life, ſhould have raiſed his Hopes to the Succeſſion, it would have been in his Power at any Time to remove the ſingle Obſtacle which the Nabob's Life oppoſed to the Advancement of the Family; the Guardian, at leaſt, would have been the Nazim while the Minority laſted, and all the Advantages which the Company may hope to derive from it in the Confirmation of their Power, would have been loſt, or could only have been maintained by a Contention hurtful to their Rights, or by a Violence yet more exceptionable. The Caſe would be much the ſame, were any other Man placed in that Station. The Truth is, that the Affairs of the Company ſtand at preſent on a Footing which can neither laſt as it is, nor be maintained on the rigid Principles of private Juſtice. You muſt eſtabliſh your own Power, or you muſt hold it dependant on a Superior, which I deem to be impoſſible.]

“ 12. The Begum, as a Woman, is incapable of paſſing the Bounds aſſigned her; her Ambition cannot aſpire to higher Dignity; ſhe has no Children to provide for, or miſlead her Fidelity;

her actual Authority reſts on the Nabob's Life, and therefore cannot endanger it; it muſt ceaſe with his Minority, when ſhe muſt depend abſolutely on the Company for Support againſt her Ward and Pupil, who will then become her Maſter; of Courſe her Intereſt muſt lead her to concur with all the Deſigns of the Company, and to ſolicit their Patronage. I have the Pleaſure to add, that in the Exerciſe of her Office, ſhe has already ſhewn herſelf amply qualified for it, by her Diſcernment, Œconomy, and a patient Attention to Affairs.

"13. In the Execution of your Commands of the 8th May 1771, I hope I ſhall not appear to you to have been guilty of Remiſſneſs. The Enquiry therein directed, I have been obliged to entruſt to the previous Conſideration of a Committee, the many weightier Affairs of your Government rendering it abſolutely impoſſible for me to enter on a Scrutiny of that Nature myſelf, which, however, I mean to take up as ſoon as I conveniently can, after my Return to the Preſidency.

"I have the Honour to be,
Gentlemen,
Your moſt obedient and faithful Servant,
"Warren Haſtings."

To ſhew that the Court of Directors approved of all the above Arrangements, and in particular of the Appointment of Munnee Begum,

Read, from Book 176, the following Letter from the Court of Directors to the Governor General, dated 16th April 1773.

"Warren Haſtings Eſquire, our Preſident and Governor of Bengal.

"1. We have received, by the Nottingham, your Letter addreſſed to our Secret Committee, dated at Coſſimbuzar the 1ſt September 1772, informing us of the Meaſures you had adopted for carrying into Execution the Orders of the Secret Committee, dated 28th Auguſt 1771, and of the Arrangements and Regulations which you deemed neceſſary for the Public Peace and Welfare of the Provinces; and although the Public Records to which you refer us are not come to hand, we aſſure you, that ſo far as we are enabled to judge of your Proceedings by your own Letter, and by that * our Council, received by the ſame Conveyance, they appear to us in the moſt favourable Light, the Steps you have taken judicious, and, indeed, the whole of your Conduct ſeems to have fully juſtified the Choice of the Secret Committee who entruſted to your Management the Execution of a Plan of the utmoſt Importance.

* Sic in Orig.

"2. We have been long ſenſible of the utter Impropriety of lodging an abſolute Power in the Hands of Mahomed Reza Cawn, but the Remedy was not without its Difficulties; we truſt the Evil is on the Point of being eradicated. Inconveniencies generally attend great and ſudden Alterations, but we dare * that your Agency will render them as few, as temporary, and as light as poſſible.

* Sic in Orig.

"3. Although you will obſerve that ſundry Changes have lately taken place in the Direction of the Company's Affairs at Home, thoſe Changes will not in the leaſt affect the Meaſures in which you are engaged; on the contrary, we take this early Opportunity, not only for teſtifying our entire Approbation of your Conduct, but of aſſuring you of our firmeſt Support in accompliſhing the Work you have ſo ſucceſsfully commenced; and we doubt not but it will iſſue in the Deliverance of Bengal from Oppreſſion; in the Eſtabliſhment of our Credit, Influence, and Intereſt in India; and conſequently in every Advantage which the Company or the Nation may juſtly expect from ſo important a Tranſaction.

"4. As you have diſtinctly marked in your Letter thoſe Objects of Enquiry and Regulation which we ſhould otherwiſe have pointed out to you, we aſſure ourſelves that you will proſecute your Enquiries with Steadineſs, Impartiality, and to full Effect, notwithſtanding the many Difficulties and Temptations which we are ſenſible may be thrown in the Way of Perſons engaged in Enquiries of this Nature, in order to weaken their Zeal for the Public Good, and to render their Endeavours ineffectual for the great Purpoſes of Reformation.

"5. Your Attention to the Settlement of the Revenues as a primary Object has our entire Approbation; and it is with the utmoſt Satisfaction we obſerve that the farming Syſtem will be generally adopted, more eſpecially as the Reſearches and Diſcoveries made in the Two preceding Years muſt have nearly aſcertained the Value and Produce of the Lands, ſo that Impoſitions on the Part of the Farmers reſpecting the Value of the Lands, and Oppreſſion of the Tenants, may, we hope, be eaſily avoided.

"6. The Extirpation of Mahmud Reza Khân's Influence was abſolutely neceſſary, and the Apprehending of Shitabroy equally ſo, as the latter had been too long connected with Mahmud Reza Khan to be independant of him; but if that had not been the Caſe, it would have been abſurd to continue a Naib Dewan in the Province of Bahar after aboliſhing that Office in Bengal: And as to any Hopes which Mahmud Reza Khân may entertain of profiting by Changes in the Court of Directors, thoſe Hopes muſt ſpeedily vaniſh; for however different their Sentiments may be in ſome Particulars, they heartily concur in the Propriety and Neceſſity of ſetting him aſide, and of putting the Adminiſtration of the Company's Affairs in the Hands of Perſons who may be rendered reſponſible in England for their Conduct in India.

" 7. Your Choice of the Begum for Guardian to the Nabob we entirely approve. The Uſe you intend making of Nundcomar is very proper; and it affords us great Satisfaction to find that you could at once determine to ſuppreſs all perſonal Reſentment when the public Welfare ſeemed to claſh with your private Sentiments relative to Nundcomar.

" 8. We obſerve with great Pleaſure the Teſtimonial given by you of Mr. Middleton; you will aſſure him of our entire Approbation of his Conduct on this Occaſion; and as the Committee have concurred heartily in ſupporting a Meaſure which in the Courſe of Debate the Majority had ſtrenuouſly oppoſed, we cannot be diſſatisfied with their Conduct, unleſs the Peruſal of their Debates ſhould oblige us to alter our Opinion reſpecting them.

" 9. As the Shortneſs of our Time will not permit us to be more particular, we can only repeat to you our Aſſurances of Protection and Support in carrying into full Execution the Arrangements you have ſo happily begun; and as we deſire particularly that you will diſtinguiſh and encourage Merit wherever you find it, ſo do we moſt ſtrictly conjure you not to ſuffer Rank, Station, or any Connexion or Conſideration whatever, to deter you from bringing every Oppreſſion to Light, and every Offender, Native or European, to condign Puniſhment.

" 10. If the Abolition of the Office of Naib Dewan, and ſtepping forth as Principals, ſhould in any Degree alarm your European Neighbours, we rely on your Prudence for removing every improper Jealouſy that may be entertained on this Account.

" 11. Notwithſtanding this Letter is ſigned by us, the Court of Directors, we mean it as a Secret, and tranſmit it confidentially to you only; and we leave it to your Diſcretion to lay the Contents, or any Part thereof, before the Council, if Circumſtances ſhould in your Opinion render it neceſſary, or if you ſhould judge it for our Intereſt ſo to do, and not otherwiſe.

" We are,
Your loving Friends,

" London,
16th April 1773.

" George Tatem, H^y Crab Boulton,
R^d Hall, Edw^d Wheler,
Daniel Wier, John Woodhouſe,
John Michie, John Harriſon,
Samuel Peach, W^m James,
Joſeph Sparkes, Fred^k Pigou,
J^n Hawkeſworth, Peter Ducane junior,
T. B. Rous, Peter Laſcelles,
John Smith, Henr^y Fletcher,
Cha^s Chambers junior. Cha^s Boddam,"

To ſhew that the Court of Directors approved of the Conduct of Mr. Haſtings, and of the Council, with reſpect to the Enquiry made into the Conduct of Mahomed Reza Khan,

Read, from Book 58, the following Extract of a Letter from the Court of Directors to the Governor General and Council, dated 3d March 1775, beginning at Page 413 of the ſame Book.

" Our Governor General and Council at Fort William in Bengal.

" Par. 39. We have examined the ſeparate Conſultations of our Preſident and Council, reſpecting Mahomed Reza Khân, and embrace the preſent Opportunity of teſtifying our Approbation of their Conduct during the Whole of that Enquiry. (*a*)

(Signed at the End of the Letter)

" London,
3d March 1775.

" George Tatem, Edw^d Wheler,
Pet. Laſcelles, John Harriſon,
Joſeph Sparkes, J^n Woodhouſe,
John Smith, Will^m James,
W. G. Freeman, Fred. Pigou,
R^d. Hall, T. B. Rous,
J. Stables. Cha^s Boddam,"

The Counſel for the Defendant ſtated, they would next proceed to diſprove the Aſſertion made by the Managers for the Commons, that the whole Powers of the Government were given to the Munnee Begum; for which Purpoſe they propoſed to enter in this Place, Firſt, the Requiſitions made by the Begum; and Secondly, the

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(*a*) Vide Appendix, N° CCCLXIV.

Anſwer of the Preſident, by Order of the Committee, to thoſe Requiſitions, of which the Managers had only given an Extract in Evidence.

Read, from Book 190, already delivered in, the following Conſultation of the 14th September 1772, beginning at Page 531 of the ſame Book.

“ Coſſimbuzar, the 14th September 1772.

“ At a Committee ; Preſent,
The Honble. Warren Haſtings Eſquire,
Samuel Middleton,
Philip Milner Dacres,
James Lawrell,
and
John Graham, } Eſquires.

Requiſitions made by Munnee Begum.

“ The Preſident lays before the Committee the following Papers of Requiſitions which he has received from the Begum.

“ Requiſitions made by Munnee Begum.

“ A Paper of Requeſts to which the Gentlemen of the Committee are to affix their Signature after Peruſal, that nobody hereafter may be able to obſtruct and oppoſe them.

“ 1ſt. There are ſeveral Officers who have Accounts with the Sircar, who make a Stand at the Settlement of them, which is the Occaſion of a great Loſs to the Sircar. Let the Gentlemen of the Committee affix their Signatures, that no one be permitted to make Recommendations in their Favour.

“ 2d. There are a few Servants, of whoſe Situations I have no Knowledge, and of whom I have no Acquaintance, who receive their Salaries by the Channel and Support of each other, which is the Cauſe of a Loſs. Let the Gentlemen of the Committee ſign, that no one makes Recommendations for their Eſtabliſhment.

“ 3d. That the Diſmiſſion and diſplacing of the Officers, and other Servants of the Sheriſhta Nizamut and Bhaleer may be under my Direction. Whoever I ſhall know as a Well-wiſher, and capable, I ſhall continue, and keep eſtabliſhed ; and thoſe who are Ill-wiſhers, and incapable, thoſe I will diſmiſs, and turn from the Dependencies of Office. Let the Gentlemen of the Committee affix their Signatures that no one ſupports and makes Recommendations in their Favour.

“ 4th. The Kaus Talucs, and the Fougedarry of the City, was of old annexed to the Nizamut. It is now ſeparated, which is a Reflection and Loſs of Credit to the Nizamut. That they may, as formerly, be put under the Officers of the Nizamut, and that the Malguzary may be made through me, agreeably to the Bundebuſt which has ever been ſettled, and that I may be employed in the Tranſaction of the Buſineſs thereof. That the Gentlemen of the Committee affix their Signatures to this.

“ 5th. That in caſe of any Perſon complaining to the Council Adalut, or any where elſe, againſt the Dependants and Servants of the Sheriſhta Nizamut and Bhaleer, or any other of the Officers of the Houſehold, that no Peons be ſent for apprehending them, but the ſettling and adjuſting their Affairs may depend upon me, and that the Complainant and Defendant be ſent to me, that no Reflection may attend the Affairs of the Nizamut. That the Gentlemen of the Committee affix their Signatures to this.

“ A true Tranſlation,
A. B. Goodlad,
Perſian Tranſ. to the Commᵉ of Circuit.

[“ Agreed, That the Preſident be deſired to write her an Anſwer ; he prepares it accordingly ; it is approved of, and is as follows : (a)]

Anſwer by the Preſident.

“ To Munee Begum.

“ Some Time ago I received by the Hands of Raja Goordaſs a Paper containing the following Requiſitions :

“ 1ſt. That ſeveral Officers make a Stand at the Settlement of their Accounts to the Loſs of the Sircar.

“ 2dly. That a few Servants whom you know nothing of receive their Salaries through each other, which is the Cauſe of a Loſs.

“ 3dly. That the Diſmiſſion of the Officers of the Sheriſhta Nizamut be under your Direction.

“ 4thly. That, as formerly, the Khaſs Talucks and the Fouzedarry of the City be attached to the Nizamut, and the Malguzary made through you.

“ 5thly. That Complaints againſt the Dependants of the Sheriſta Nizamut and Bhaleer be not heard by the Council Adalut ; but that the ſettling of the Affairs of Plaintiff and Defendant may reſt with you.

(a) Vide ſupra, Page 979.

" And to theſe Requiſitions you deſire that the Gentlemen of the Committee may affix their Signatures.

" I have conſulted with the Committee upon theſe Articles, and I requeſt that you will receive this as a Reply to them, in their Names and my own.

[" You are undoubtedly the Miſtreſs to confirm, diſmiſs, and appoint whomever you ſhall think fit in the Service and Offices of the Nizamut; they are accountable to you alone for their Conduct, and no one ſhall interefere between you and them. Although I know that you in this Point have no View or Deſire but what is entirely conſiſtent with the Regard which you bear the Company, and the Continuance of that cordial Union and Connection of Intereſts which prevail between the Houſe of the Nabob and the Company, which, by the Bleſſing of God, have taken ſtronger Root than ever ſince the Adminiſtration of the Affairs of the Nizamut hath been happily placed in your Hands; yet in a Writing of this Kind it is neceſſary that every Thing be clearly expreſſed, and therefore I beg Leave to remark, that as the Dewan and Paſhker have received their Offices at the immediate Inſtance and Recommendation of the Company, it will be a Diminution of their Credit, and bear the Appearance of a Difference of Intereſt between us, if theſe Officers are removed but by the Concurrence of this Government. (a)]

" With reſpect to the Khaſs Talucks and the Foujdarry, the Emoluments of the Mahals have hitherto principally ariſen from Fines and other Articles of the Bazy Jumma, which have been always complained of as a Source of great Oppreſſion to the People;—for their Eaſe the Compan have thought proper to aboliſh theſe Collections. In Conformity to their Sentiments therefore what remains of the Khaſs Taluck was let out to farm a conſiderable Time before your Deſire in that Particular was known; and the judicial Office of the Foujdarree has been annexed by a new Bundabuſt to the Court of Adaulut, ſo that nothing now remains of it but the Name; which, according to your Intimation, will continue to Meer Eaſiof Allah Cawn; and in Lieu of the Profits annexed to the Office, I have propoſed the Addition of 600 Rupees per Month to 400 which he already receives from the Nizamut, in the Liſt of the Shigherdſpecha which has been prepared and ſubmitted to you for Confirmation.

" As Two Courts of Adaulut have been formed at the City of Moorhedabad, for the Deciſion of all Diſputes of Property, and for the Puniſhment of all Offenders; and as the Welfare and Dignity of every Governor depend on a due and equal Adminiſtration of Juſtice, without Diſtinction of Rank or Patronage, I hope you will conſent that the Servants of the Sircar ſhall be ſo far amenable to theſe Courts, that they ſhall, when ſummoned, be made to appear before them, and to ſubmit to a legal Examination; that if they ſhall be found innocent of the Charge alledged againſt them, they may be forthwith diſcharged; but if guilty, they may be ſent to you with a Copy of the Sentence and Judgement of the Court, and the Execution thereof referred to your Orders.

" By this Accommodation the Authority of the Courts will be maintained, and the Dignity of the Nizamut ſuffer no Diminution.

" I ſhall be happy if the Determination of the Company upon the above Matters ſhall meet with your Approbation: I have been guided in them entirely by the Deſire to ſupport the Dignity and Intereſts of both the Sircar of the Nabob and of the Company, which are ſo mutually blended that they cannot be ſeparated. I beg to be favoured with your further Sentiments upon them.

" A true Copy.
" A. B. Goodlad,
Perſian Tranſlator.

(Signed at the End of the Conſultation)
" Warren Haſtings,
P. M. Dacres,
James Lawrell,
J. Graham."

Read alſo, a further Extract from the ſame Conſultation, beginning at Page 537 of the ſame Book.

" Agreed, we addreſs the following Letter to the Council of Calcutta.

" To William Alderſey Eſquire, &c. Gentlemen of Council, at Fort William.

" Gentlemen,

" It is with great Satisfaction we can now acquaint you, that we have finiſhed the Buſineſs aſſigned to us at this Place. You have been duly adviſed, from Time to Time, of the general Line of our Proceedings; and the various Minutes tranſmitted to your Approbation upon the occaſional Buſineſs of the Committee, leave no further Intelligence immediately wanting on theſe Heads. What is chiefly left for your Information at this Day, is the Settlement of the Revenues, for which we beg Leave to refer you to our Proceedings at large, which our Secretary will lay before you in a few Days: In the mean Time it may ſuffice to inform you, that we have concluded the Settlement of the Weſtern Diviſion of Rajeſhahee and the other Huzzoor Zelas, and alſo of the Eaſtern Diviſion of Rajeſhahee, upon the beſt Footing that Times and Circumſtances would admit of, and as ſuch they will be ſubmitted to your Approval.

(a) Vide ſupra, Page 979.

" We have alſo to adviſe you, that for rendering more compleat the Eſtabliſhment of the new Collectorſhips, and for affording Mr. Middleton the proper Aſſiſtance in the Departments committed to his Charge, we have thought fit, under your Confirmation, to make the following Appointments.

" Liſt of Aſſiſtants in Proceeding of the 5th inſtant.
" Liſt of Dewans in D° — 7th D°.

" It is further, with no ſmall Satisfaction, that we can inform you of our having compleated the arduous and diſagreeable Taſk of a Reduction of the Nabob's Expences, and new Arrangement of his Houſehold. In this we have endeavoured to proceed on a Plan of Equity and Œconomy, which we flatter ourſelves will have the moſt happy Effect. The Particulars of the Eſtabliſhments will be found in our Proceedings. We will only for the preſent ſay, that Liſts of Servants, Officers, and Dependants of each Office of the Nizamut, have been fixed, and the Number and Charge reduced conſiderably within the Bounds of the Nabob's preſent annual Stipend. A Monthly Sum has alſo been ſettled for the Expences of each Department, which is, on no Account, to be exceeded.

" With reſpect to the Allowance of the Begum and the Dewan, we thought we could not be guided by a better Rule than that which our Honourable Maſters have been pleaſed to preſcribe on the Subject of the oſtenſible Miniſter which they mention for the Nabob's Affairs; as, in Fact, the Begum, the Dewan, and the Roy Royan of the Khallſah, ſtand in the Room of this Miniſter, we thought the Sum of Three Lacks allowed for him, would be properly divided among the Three; and we have ſettled it in the following Proportions:

" To the Munnee Begum	— —	Rupees 1,40,000
" To Rajah Goordaſs Dewan, for himſelf and Officers	—	1,00,000
" To Rajah Rajobullub, Roy Royan of the Khalſah	—	60,000
		Rupees 3,00,000

" As to the laſt we have to remark, that in his Share we had an Eye to his own Pretenſions from the Company, independent of the Office. We ſhould have eſteemed a ſmaller Salary a competent Allowance for the Office of Roy Royan; but when we conſidered the great Claims he has in his Father's Services to the Company, the high Rank he has to ſupport, the numerous Family that depend for Subſiſtence upon him, and the prodigious Reduction his Income has ſuſtained in the falling in of his Father's Penſion, we judged this a fit Occaſion to ſhew the Generoſity of the Company in the Diviſion of the Three Lacks, without drawing it into a Precedent, or loading them with additional Expences

(Signed at the End of the Letter, being the End of the Proceedings of the Committee,)

" Warren Haſtings,
P. M. Dacres,
James Lawrell,
J. Graham."

Then the Counſel for the Defendant informed the Houſe, that the Managers for the Commons having ſtated (*a*) as a negative Preſumption of Fraud in the Defendant, that " he never informed the Directors in the whole Courſe of his Correſpondence that the Nabob Mobarik ul Dowlah had a Mother exiſting," they begged Leave to refer to a Letter from Mahomed Reza Cawn, which ſtates the Exiſtence of the Mother of the Nabob; and alſo to a Letter from the Begum Bebu herſelf; both already given in Evidence (*b*) by the Managers for the Commons: And they would next examine Mr. Hudſon to prove that the above-mentioned Letters were tranſmitted to the Court of Directors.

Then the Witneſs was aſked,

Q. At what Time was the Letter from Mahomed Reza Cawn of May 22d 1771, and the Letter from the Begum Bebu of June 15th 1771, both which Letters appear upon the printed Minutes of Evidence, Page 977, tranſmitted to the Court of Directors?

But the Book not being at Hand, the Counſel for the Defendant informed the Houſe they would poſtpone the ſaid Examination for the preſent.

(*a*) Vide ſupra, Page 977. (*b*) Vide ſupra, ibid.

The Counſel for the Defendant ſtated they would next proceed to ſhew on what Grounds the Salary of Mr. Croftes was encreaſed on the Motion of Mr. Barwell; for which Purpoſe they would read a Conſultation of the 6th December 1776, of which the Managers for the Commons had given an Extract only in Evidence, tending to ſhew only the Fact of the Increaſe of Salary, and omitting the Reſt of the Conſultation which ſets forth the Reaſons for making ſuch Increaſe.

Read, from Book 187, already delivered in, the following Revenue Conſultation of the 6th December 1776, beginning at Page 203 of the ſame Book.

“ Fort William, the 6th December 1776.

“ At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
Richard Barwell Eſquire.
Lieutenant General Clavering indiſpoſed.
Mr. Francis indiſpoſed.

☞ [“ (*a*) Reconſidered Mr. Charles Croftes's Letter of the 23d December 1774, and entered on the Proceedings of the 15th Auguſt 1775.] ☜

“ Mr. Barwell.—Mr. Croftes having been appointed by the Court of Directors Aſſiſtant to the Controuling Council of Revenue at Moorſhedabad, and recommended by them as a proper Perſon to have Charge of the Accounts, he was appointed to that Council, and remained there till it was diſſolved in 1772, when he received the following Recommendation from them to the Governor and Council in Calcutta.

“ Extract of a Letter from the Chief and Council of Revenue at Moorſhedabad to the Honble. the Preſident and Council of Fort William, dated the 8th September 1772.

“ The Regularity and unwearied Attention which has conſtantly been diſplayed by Mr. Croftes in his Office of Accomptant to the Dewannee, as well as in modelling the General Books, which have been eſtabliſhed in that Department, upon an uniform clear and comprehenſive Plan, as in expediting the Buſineſs of Accounts appertaining to the Revenue Branch in all its ſubordinate Articles have ever yielded us the utmoſt Satiſfaction; in Juſtice, therefore, to his Abilities, and a Conduct ſo truly deſerving of Commendation and Applauſe, we cannot omit this public Teſtimony of our Approbation, not doubting but the ſame Motives which influenced us thus particularly to point him out to your Notice, will operate equally forcibly in his Favour with you, and induce you to beſtow upon him that Countenance and Protection which we have ever conſidered due to his diſtinguiſhed Merit.”

“ Having fulfilled the Duties of his former Station to the Satiſfaction of his Superiors, it was thought proper, when the Revenue Department was removed to Calcutta, to appoint him Accomptant General to this Department, as appears from the following Extract from the General Plan for eſtabliſhing the Khalſa in Calcutta:

“ That it be recommended to the Board to confer this Office on Mr. Charles Croftes, the preſent Accomptant of the Board of Revenue, whoſe Diligence and Practice in that Buſineſs, and the particular Inſtructions of the Honourable the Court of Directors, juſtly entitle him to that important Charge.”

“ After he had remained in this Employment for ſome Time the Governor and Council were pleaſed to honour him with the following Recommendation to the Court of Directors.

“ Extract of the General Letter from the Honble. the Preſident and Council of Revenue at Fort William, to the Honble. the Court of Directors, dated the 5th January, 1773.

“ In this Place we beg Leave to refer you to the particular Recommendation made by the late Council of Revenue at Moorſhedabad, in their Proceeding of the 8th September laſt in Favour of Mr. Charles Croftes, the Accomptant to that Department, who is now employed as our Accomptant General to the Dewannee, and from whoſe Services and diligent Attention to his Buſineſs, we hope to have the Accounts of your Revenues perfectly balanced in an uniform and regular Manner at the Expiration of every Seaſon.

“ He continued in this Station till his Health was ſo much impaired that he was no longer able to attend the Duties of ſo laborious an Office, and a Change of Air became abſolutely neceſſary. There was at that Time no other Appointment at the Subordinate vacant, except that of Accomptant to the Burdwan Council, to which he was in Expectation of ſucceeding to a Seat in that Council on the firſt Vacancy; but his Health amending he was induced to ſolicit the Permiſſion of the Board to remain in his Station at the Preſidency. He received this Permiſſion as appears from the following Minute.

(*a*) Vide ſupra, Page 991.

“ The Preſident begs Leave to acquaint the Board, that Mr. Charles Croftes, at the Time he ſolicited and obtained the Appointment of Accomptant to the Burdwan Provincial Diviſion, laboured under a very ſevere Fit of an Indiſpoſition, of which he had before had repeated Attacks; that this Circumſtance in a Manner incapacitating him for Buſineſs, rendered him anxious to procure a Change of Air and Situation; but that having ſince perfectly recovered his Health, he is now deſirous, with the Board's Approbation, of continuing to execute thoſe Offices at the Preſidency which they did him ſo much Honour in appointing him to at ſo early a Period of his Service. From the great Regularity and Aſſiduity which Mr. Croftes has hitherto teſtified in the Diſcharge of his Duty, the Preſident doubts not the Board will readily conſent to indulge Mr. Croftes in the Requeſt which he makes.”

“ Agreed, that Mr. Croftes be permitted to continue in his preſent Offices, and that Mr. Fleetwood be appointed Accomptant at Burdwan.”

“ In 1774, Mr. Croftes had the Satisfaction to ſee his Labours noticed in a very diſtinguiſhed Manner with the Approbation of the Court of Directors, in their General Letter of the 30th March 1774.

“ Extract from General Letter from the Court of Directors, dated 30th March, 1774.

“ The great Importance of our Revenue Accounts, and the Expediency of the moſt accurate Information that can be tranſmitted to us relative thereto, are Matters that we have ſo frequently dwelt upon, that it is with ſingular Pleaſure we find the laſt Advices from your Preſidency have furniſhed us with a clearer State of the Revenues of the Bengal Province than had been hitherto ſent us, and we are glad to give this Teſtimony to the Ability and Aſſiduity of Mr. Charles Croftes, who has ſo well exerted himſelf in this Department.

“ On inſpecting the ſeveral Books that contain the Tranſactions of that Part of our Revenues, the ſeveral Accounts ſeem to be arranged with great Propriety and Perſpicuity in the general State thereof, ſet forth in the Muxadavad Journal and Ledger, ending April 1772, received per Prince of Wales, and which are accompanied by the ſeparate Accounts received from the Superviſors, which ſtate, with great Preciſion, the ſeveral Charges;—we therefore, with Pleaſure, expreſs our Approbation of the Punctuality of Mr. Croftes in forwarding theſe laſt to us, as we are ſenſible the Adjuſtment of theſe muſt have been attended with conſiderable Trouble, and as they are the firſt Accounts of the Kind that we have received from any of the Diſtricts.

“ The Abſtract of the Settlement of the Revenues of the Bengal Province for the Year 1773, and the Settlement of Demands, Receipts, and Balances of the ſame, received per Hector, exhibit in a clear and conciſe Manner the State of theſe Revenues, and appear to be drawn up with that Perſpicuity and Accuracy that merit the Commendation we have already given Mr. Croftes, as a careful and able Accomptant; we therefore, in a particular Manner, recommend him to your favorable Attention.”

“ Theſe Honourable Marks of the Approbation of the Court of Directors, and the ſtrong Terms in which they have been pleaſed to recommend him to the Notice of the Governor General and Council, gave him every Reaſon to hope that they would be attended with ſome Advantages to him. He wiſhed not to aſk for any Thing but what he conceived he had Pretenſions to. His Salary was in no Shape adequate either to the Importance, Reſponſibility, or Labour of his Offices. He conceived that a Requeſt to grant him an Increaſe thereto, would not be deemed unreaſonable, and with the Conſent of the Members of the Adminiſtration, he addreſſed the Board in December 1774.

☞ “ Upon theſe Grounds [(*a*) I move, that the Office of Accomptant General be put on the ſame Footing as the Superintendant of the Khalſa Records, and that Mr. Croftes be allowed to draw henceforward the ſame Salary and Houſe Rent as is drawn by the Superintendant of the Khalſa.

“ Governor General.—I agree.

“ Reſolved, That the Office of Accomptant General be put on the ſame Footing as the Superintendant of the Khalſa Records, and that Mr. Croftes be allowed to draw henceforward the ſame Salary and Houſe Rent as is drawn by the Superintendant.] ☜

☞ “ [(*b*) Governor General.—Among the different Materials which will come before the Board for their Guidance in forming the enſuing Settlement, the accurate and diſtinct Accounts which are kept in the Office of the Accomptant General to the Revenue will form a conſiderable Part. Theſe will require to be compared and elucidated with the Accounts which may be procured from the Diſtricts. In this Branch of the Buſineſs, I am deſirous of obviating the Inconveniencies of frequent and formal Applications for Papers to the Accountant's Office. I wiſh alſo to benefit by the Abilities and Knowledge of Mr. Croftes, which have been honoured with repeated Teſtimonies of the Company's Approbation, and from which, ſince the Removal of the Khalſa, I have derived eſſential Aſſiſtance; and I therefore propoſe that the Accomptant General to the Revenue Department be joined to the Gentlemen already appointed to prepare and arrange the Materials

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(*a*) Vide ſupra, Page 991.

(*b*) Vide ſupra, Page 992.

for a new Settlement, for the ſpecial Purpoſe of aſſiſting in forming ſuch Accounts as have a Reference to the Offices now under his Charge, and for the general Conduct of the Detail of the New Office, ſo far as his other Duties will permit.

(Signed) " Warren Haſtings."

" Agreed, That the Accomptant General be accordingly joined to Meſſrs. Anderſon and Bogle for the Purpoſes mentioned in the Governor General's Minute.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Rich^{d} Barwell."]

Read alſo from Book 187 the following Extract of a Revenue Conſultation 10th December 1776, beginning at Page 386 of the ſame Book.

" Fort William, the 10th December 1776.

Rev. Dept. Tueſday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering;
Richard Barwell, } Eſquires.
Philip Francis, }

" The General delivers in the following Minute on the Reſolution of the Board the 6th Inſtant to encreaſe the Salary of the Accountant General of this Department.

General Clavering.

" It is always an invidious Taſk for a Member of the Council who is deſirous of ſtrictly diſcharging the Duties of his Station, to be under the Neceſſity of refuſing his Aſſent to Propoſitions which are made to the Board for the Benefit of any of the Servants of the Company for whom he may entertain a Regard. The Propoſal for augmenting Mr. Croftes's Salary to 1,200 Rupees per Month ſtands with reſpect to me in that Predicament. I muſt either depart from an Opinion which I have given on a ſimilar Caſe, or incur the Odium of refuſing to do Juſtice to the Merit of a Perſon which I ſhould be glad to acknowledge in any Way that is not inconſiſtent with the Principles I have laid down for the Guidance of my Public Conduct. Had the Company been pleaſed to have left nothing to my Diſcretion on this Subject, I ſhould have conſidered my Situation as more eligible, but compelled to decide I cannot give my Vote againſt my Opinion. I do not approve, nor do I think the Company will do it, of fixing Salaries by the Mode of comparing Employments held by Servants in the firſt Rank with others which are filled by Servants that are in the loweſt Ranks.

" It appears from Mr. Barwell's Minute of 28th December 1774, that he approved of giving Mr. Elliot 1,200 Rupees per Month, becauſe the Office that was intended for him was as important as any of the Chiefs of the Subordinates.

" Having fixed the Salary of that Office very high, he now thinks that the Accountant General ſhould be put on the ſame Footing in every Reſpect.

" We ought to conſider that the Salary of 1,200 Rupees per Month enjoyed by the Chiefs of Subordinates was even made a Standard by the Court of Directors for fixing the Salaries of the late Members of the Council who were Chiefs of Subordinates. Is then no Difference to be made between thoſe who were at that Time the firſt in this Government and a Servant who is only a Factor? I believe Mr. Croftes is yet no more than a Factor any more than Mr. Bogle who has obtained the ſame Salary.

" It is therefore neither with a View to depreciate from the Merits of Mr. Croftes, nor to underrate the Importance of his Employment, that I do not agree to augment his Salary to the Amount of 1,200 Rupees per Month, but to be conſiſtent with myſelf. When the Office of Superintendant of the Khalſa Records was propoſed, underſtanding from the Governor General's Introductory Minute that it was intended to be given to a Senior Merchant, I conſented to the Allowance of 1,200 Rupees, but afterwards I objected to that Sum when I underſtood that the Office was to be held by a very Junior Servant, although I was as well inclined towards Mr. Elliot as any Member of the Board was, yet I would not allow my Inclinations to bias my Judgement, or give Room to the Court of Directors to think that the Poſt was expreſly created for the Man.

" On the Appointment which has been lately made of Meſſrs. Anderſon and Bogle, with Salaries of 1,200 Rupees per Month, by only the Governor General's caſting Vote, it is worthy of Remark, how much the Governor General's Scruples are overcome ſince the Period of Mr. Elliot's Appointment, in reſpect to the Reſponſibility with which he thought himſelf charged for making ſo large an Allowance at that Time to any inferior Office, the Queſtion whether Mr. Elliot was to have that Salary having been carried in the Affirmative by Colonel Monſon concurring in it becauſe he alledged that it was recommended from the Chair. The Governor General alarmed with this Acquieſcence to his own Propoſition deſired Leave to have the Subject reconſidered: The Reaſons he gave were, he thought the Amount of all Salaries or Emoluments to new-erected Offices ought, if poſſible, to paſs with the unanimous Concurrence of the Board. Mr. Bogle and Mr. Anderſon's Appointments have however, as I ſaid before, been carried by his double Vote without any Scruples at all, as well as that of Gunga Govind Sing, their Chief, 1,700 Rupees per Month.

(Signed) " J. Clavering."

(Signed at the End of the Conſultation)
" Warren Haſtings,
J. Clavering,
Richd. Barwell,
P. Francis."

Read, alſo, the following Extract of a Revenue Conſultation of the 20th December 1776, beginning at Page 489 of the ſame Book.

" Fort William, the 20th December 1776.

Rev. Dept.
Friday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
Richard Barwell, and Philip Francis, } Eſquires.

" Read the following Letter from Mr. Charles Croftes.

Letter from
Mr. Croftes.

" To the Honble. Warren Haſtings Eſq. Governor General, and Council of Fort William.

" Honble. Sir and Gentlemen,

" I have been honoured with your Commands through your Secretary, informing me of the Increaſe you have been pleaſed to grant in my Salary, to putting my Office upon the ſame Footing as that of the Superintendant of the Khalſa Records. This Mark of your Favour, and Approbation of my Services, is more pleaſing in the Honour, than Profit I acquire by it, and claims my warmeſt and ſincereſt Acknowledgement.

" If at the ſame Time I am teſtifying my Gratitude for one Benefit, I requeſt a further Extenſion of your Favour, I hope it will not be deemed an Intruſion upon your Benevolence, but rather a Reference to your Candour and Juſtice in deciding upon the Indulgence I ſolicit for,—Arrears ſince the Month of December 1774.

" The Reaſon that then urged me to aſk this Favour, was becauſe the ſmall Stipend I drew was in no Shape adequate to the Expences of reſiding at the Preſidency.

" Although my Charges have by far exceeded my Allowances, and thereby conſiderably encroached upon my private Fortune, I deemed it highly improper to importune your Honorable Board by reminding you of my Requeſt, convinced that if your more weighty Conſiderations made you poſtpone the Deciſion of it, you would not ſuffer me to be a Loſer by the Delay, and I hope you will not think it unreaſonable to allow me Half Pay from the above Date of December 1774 to the preſent Time; flattering myſelf, that the ſame Motives which have now induced you to grant me an Encreaſe, muſt have ſubſiſted in equal Force at the Period of my firſt Application.

" I have the Honour to be,
With profound Reſpect, &c.

" Fort William,
the 13th Dec. 1776.

(Signed) " Charles Croftes,
" Accompt. Gen. to the Rev. Department."

" Governor General's Opinion.

" The Governor General is of Opinion, that Mr. Croftes's Requeſt for Arrears ſhould be granted. The frequent Recommendations that have been ſent Home of Mr. Croftes from hence, the favourable Reception thoſe Recommendations have met with from the Court of Directors, and the ſtrong Manner which they have pointed him out to the Attention of this Government, juſtly entitle him to a Reward for his paſt Services. The very ſmall Salary he has hitherto enjoyed for diſcharging the Duties of a very laborious Office has certainly been in no Shape adequate to the Expence every Perſon may neceſſarily incur for a Subſiſtence in this Country. The Court of Directors have, in more Inſtances than one, given a negative Approbation to Rewards conferred on thoſe who have diſtinguiſhed themſelves in their Service. The Formalities which are neceſſary in the Grants of Penſions and Allowances from Home, may poſſibly have prevented the Court of Directors from giving their direct Sanction to an Encreaſe of Mr. Croftes's Appointments, and induced them to recommend him to this Board, in almoſt the ſame Terms as thoſe in which Mr. Croftes had before been recommended to them; they have themſelves pointed out the Difficulty they labour under in this Reſpect in the Eighty-ſeventh Paragraph of their General Letter of the 3d of March 1775, where they mention a Bye Law which reſtrains them from granting a larger Salary than One Hundred Pounds per Annum.

“ It therefore reſts with the Board to make Mr. Croftes ſome Amends for his paſt Labours, and this in Effect is required by the Court of Directors in their General Letter of the 30th March 1774, who have ſo particularly recommended him as a Perſon worthy of Encouragement, which cannot mean that he ſhould be taken out of an Office in which his Services have been found ſo uſeful for one leſs ſuited to his Abilities but more profitable; it can therefore only intend that the Office itſelf ſhould be made more profitable to him by Addition to its Emoluments.

“ For the above Reaſons, the Governor General gives it as his Opinion, that he ſhould receive his Arrears at the Rate of Sicca Rupees Six hundred and twelve per Month from the Time of his firſt Application, the 4th December 1774, to the 6th December 1776, the Day he received the Increaſe; that is to ſay, that the Difference between his late Pay and Allowances, and the Allowances lately granted be made good to him for the following Periods:

“ His laſt Allowance was as follows:

“ Pay — — —	Sa Rs 166	10
“ Houſe Rent — — —	380	0
“ Gratuity per Annum 500—or per Month — —	41	10
“ Per Month	588	4
“ The Allowance lately granted him per Month —	1,200	0
“ Difference to be made good to him from the 4th December 1774 to the 6th December 1776, at Sa Rs — — —	612 per Month	

And that a conditional Bond for the Amount of his Arrears be granted to him from 6th December 1776, bearing Intereſt at the Rate of 5 per Cent. per Annum, payable on the 1ſt Day of Auguſt 1778, in caſe the Payment of it ſhould not be forbidden before that Time by the Court of Directors.

“ Warren Haſtings.”

“ Mr. Francis—I acquieſce in the Governor's Motion.

“ Mr. Barwell—I acquieſce in the Governor's Motion.

“ General Clavering—Upon the Principles on which I objected to the Increaſe of Mr. Croftes's Salary, to the Amount of the Superintendant of the Khalſa Records; I am ſorry to be obliged to object to the Propoſitions now made.

“ Reſolved, agreeably to the Governor General's Opinion, and ordered, that the neceſſary Directions be iſſued accordingly.

(Signed at the End of the Conſultation)

“ Warren Haſtings,
J. Clavering,
Richd Barwell,
P. Francis.”

To ſhew the repeated Recommendations of Mr. Croftes by the Court of Directors, Read, from Book 657, already delivered in, the following Extract of a General Letter from the Court of Directors to the Preſident and Council at Bengal, dated 7th December 1769, beginning at Page 736 of the ſame.

“ Our Preſident and Council at Fort William in Bengal.

“ Par. 12. We have alſo appointed Mr. Charles Croftes (who was to have gone out laſt Year as a Writer, but his own Affairs obliged him to ſtay in England) to take Rank as laſt of the Writers of laſt Year; and being well verſed in Buſineſs, and particularly ſkilled in Accounts, that his Knowledge may be of Uſe to the Company, we direct that you employ him as one of the Aſſiſtants at the Board for the Collection of the Revenues of Muxadavad.

(Signed at the End of the Letter)

“ London,
7th December 1769.

“ George Cuming, G. Colebrooke,
Wm James, P. Cuſt,
Chas Boddam, John Harriſon,
John Motteux, J. Purling,
William Snell, Fredk Pigou,
W. G. Freeman, Hy Crabb Boulton,
L. Sulivan, John Roberts,
Hy Fletcher,
Ben. Booth.”

Read, alſo, from Book 58, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 30th March 1774.

" Our Governor General and Council of Fort William in Bengal.

" Par. 64. The great Importance of our Revenue Accounts, and the Expediency of the moſt accurate Information that can be tranſmitted to us relative thereto, are Matters that we have ſo frequently dwelt upon, that it is with ſingular Pleaſure we find the laſt Advices from your Preſidency have furniſhed us with a clearer State of the Revenues of the Bengal Province than had been hitherto ſent us; and we are glad to give this Teſtimony to the Ability and Aſſiduity of Mr. Charles Croftes, who has ſo well exerted himſelf in this Department." (a)

(Signed at the End of the Letter)

" London,
30th March 1774.

" George Cuming,
Joſeph Sparkes,
Pet. Laſcelles,
Chas Boddam,
Jno Michie,
Chas Chamberlain junior,
R. Hall,
John Smith,
Edwd Wheler,
John Harriſon,
John Woodhouſe,
Samuel Peach,
Fredk Pigou,
Daniel Wier,
Wm James,
J. B. Rous,
George Tatem."

Read, from Book 571, already delivered in, the following Extract of a Revenue Conſultation of the 15th Auguſt 1775, beginning at Page 47 of the ſame Book.

" Fort William, the 15th Auguſt 1775.

Rev. Dept.
Tueſday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
The Honble. George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" Read the following Letter from the Accomptant General to this Department.

" To the Honourable Warren Haſtings, Governor General, &c. Council of Revenue.

" Honourable Sir, and Sirs,

" I ſhould think myſelf very deficient in Gratitude, were I not to expreſs to you the high Senſe I entertain of the diſtinguiſhed Honour the Honble. the Court of Directors have been pleaſed to confer upon me in their Letter of the 30th March 1774, an Extract of which hath been communicated to me by your Orders. The Court of Directors have been pleaſed to make much more favourable mention of my Services than they deſerve. It was nothing more than my Duty to exert myſelf in the Department in which I have been employed, and the Taſk was rendered leſs arduous under the Controul and Direction of ſo able and active a Superintendance. The diſtinguiſhed Approbation of my Conduct from the Honourable the Court of Directors muſt be the greateſt Encouragement to me to continue to exert myſelf in their Service, and the Length of Time that I have been employed as their Accomptant in the Revenue Department, makes me flatter myſelf that I ſhould be able to acquit myſelf more to their Satisfaction in that Capacity than in any other. I ſhall therefore with Pleaſure and Alacrity devote my whole Time and Attention to this Branch of their Affairs, and look for the Reward of my Endeavours in Proſpect, when Time and Circumſtances will admit of my being promoted to a Station of higher Importance and Advantage. But as the Court of Directors have been pleaſed to recommend me to your favourable Attention, I hope, Gentlemen, it will not be thought unbecoming in me, to repreſent to you in the Interim the heavy Expence I muſt indiſpenſably incur by being obliged to reſide at the Preſidency, and that in Spite of the moſt rigid Œconomy my preſent Pay and Gratuity are in no Shape adequate thereto; my whole Time being taken up with public Buſineſs, I have little or none left to attend to other Concerns, which to others make a Reſidence at the Preſidency leſs heavy and burthenſome.

" I therefore humbly requeſt that you will be pleaſed to allow my Caſe your favourable Conſideration, and in lieu of my preſent Pay and Gratuity, to appoint me a Salary more adequate to my unavoidable Expences, and to the known Labour of a Poſt not attended with a ſingle lucrative Emolument.

" I have the Honour, &c.
(Signed) " Charles Croftes."

" Fort William,
the 23d Dec. 1775.

(a) Vide Appendix, No CCCLXV.

" Agreed, that Mr. Croftes's Application be referred to the Court of Directors in the next General Letter. Referred to the Court of Directors.

(Signed at the End of the Conſultation)

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Richd Barwell,
P. Francis."

Read, from Book 108, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 16th April 1777, beginning at Page 557 of the ſame Book.

" Par. 33. The Merits and Services of Mr. Charles Croftes, your Sub-Treaſurer and Accomptant General to the Revenue Department, have been particularly noted by us in our Letters to Bengal; and as we are convinced of the Importance of thoſe Stations, and willing to give due Encouragement to Mr. Croftes to perſevere in the faithful Diſcharge of his laborious Employments, we direct that you put his Office of Accomptant General upon the ſame Footing, with reſpect to Allowances and Emoluments, as the Office of Secretary to the Revenue Department."

The Counſel for the Defendant ſtated, they would next proceed to prove that 1,000 Rupees per Day were allowed by the Company to the Nabob of Bengal, during his Reſidence at Calcutta, for Entertainments; for which Purpoſe they deſired Mr. Wright might be again called in.

Accordingly Mr. WRIGHT was again called in, and produced a Book, intituled, " Bengal Caſh Accounts for the Year 1768;" and was examined as follows:

Q. Do you find in that Book, Durbar Charges for the Year 1768?
A. Yes.

Then the Witneſs ſtated from the ſame Book as follows:

" 8th April 1768. By Durbar Charges.	Rs.
" Sundry Preſents to the Nabob Syf ul Dowlah	57,888
" For his Expences from 8th March to 7th April is Thirty-one Days, at Sicca Rupees 1,000 per Day, is Sicca Rupees 31,000, — Current Rupees	35,960
" Charges of Entertainment	13,176"

Then the Witneſs produced another Book, intituled, " Bengal Caſh Account for the Year 1769;" and proceeded to ſtate as follows:

" 26th October 1769. By Durbar Charges paid to the Nabob Syf ut Dowlah, for his Expences from the 27th September to the 31ſt October, 35 Days, at 1,000 Sicca Rupees per Diem, is 35,000 Sicca Rupees.—Current Rupees 40,600.

" 8th November 1769. By Durbar Charges paid to the Nabob Syf ut Dowlah, for his Expences from the 1ſt to the 25th October, 25 Days, at 1,000 Sicca Rupees per Diem.—25,000 Sicca Rupees, or 29,000 Current Rupees.

" 31ſt December 1769. Paid to the Nabob Syf ut Dowlah, for his Expences from the 1ſt to the 31ſt December 1769, at 1,000 Sicca Rupees per Diem.—35,960 Current Rupees."

Then the Witneſs produced another Book, intituled, " Bengal Journal, February 1770."

The Witneſs ſtated from Page 193 of the ſame, as follows:

" By Durbar Charges paid to the Nabob Syf ut ul Dowlah, for his Expences from the 1ſt to the 12th January, at Sicca Rupees 1,000 per Diem.—Current Rupees 13,920.

Croſs-examined, as follows.

Q. Who was Governor in the Years 1768 and 1769?
A. Mr. Verelſt in the Year 1768 and 1769, and ſigned the Caſh Accounts, except for December 1769, which is ſigned by Mr. Cartier.

Q. Do you find in any of theſe Entries, any Allowances made by the Nabob to any Engliſh Governor, to Governor Verelſt, or to any other Engliſh Governor?
A. I have not examined the Accounts with a View to aſcertain that Circumſtance; ſpeaking from Recollection, I think there is no ſuch Thing.

Q. Whether this was at a Period of Time in which Covenants were made, that the Company's Servants ſhould not take any Emolument from any of the Country Powers, above a certain Sum?

A. I believe it was.

Q. Do you find any Orders againſt giving to the Country Powers any Money?

A. I do not recollect whether there are any ſuch Orders, or not.

Q. Whether a Governor, from the beſt Obſervations of this Book, who received Money which he was not allowed by his Covenant, muſt not have received it fraudulently?

The Queſtion was objected to by the Counſel for the Defendant.

Q. Whether or not all fair and open Receipts of a Governor are not entered upon that Book,—whether allowable Receipts are not entered upon that Book?

The Queſtion was objected to by the Counſel for the Defendant.

Q. The Queſtion is, as to the allowable Receipts from the Country Powers?

The Queſtion was objected to.

Q. (*by a Lord*). What is the Nature of the Book you have in your Hands?

A. The Two Firſt Books are the Caſh Accounts kept by the Governor for the Time being, who was alſo Caſh-keeper—the laſt Book, the Bengal Journal, is framed by the Accountant of Bengal, from the Diſburſements and Receipts of every Officer who has a Caſh Account with the Company.

Q. (*by Managers*). Is there not an Article called Durbar Charges in that Account?

A. The Entries I have read are under that Head.

Q. What is the Meaning of the Words, "Charges Durbar."

A. I do not think myſelf quite able to deſcribe the Meaning; but from the Obſervations that I have made, I ſuppoſe it to be the Expences of the Governor in regard to the Native Princes and ſome others.

Q. Ought not the Receipts on the Part of the Governor, as well as his Payments, to be there entered?

The Queſtion was objected to.

Q. Is that the Book in which his Receipts are entered?

A. Certainly.

Q. What Receipts?

A. To enable the Governor to make theſe Diſburſements of the Charges Durbar, and others, made by him as Caſh-keeper, the one Side ſtates the monthly Receipts by the Governor for thoſe Purpoſes.

Q. Do you find in that Receipt, any Entry of a Receipt by the Governor for his Expences at any foreign Court—at the Court of any of the Country Powers?

A. There is no ſuch Entry in theſe Books.

Q. Do you know of any other Accounts, in any other Period before the Government of Mr. Haſtings, in which there is ſuch an Entry?

A. I do not remember any Receipts of that Kind brought to Account.

Q. (*Re-examined*). Whether any Receipts of the Governor at that Period, except ſuch as are immediately from the Company's Treaſury, are in thoſe Accounts?

A. The Whole of the Receipts, with an Exception of One or Two ſmall Inſtances, are from the Company's Treaſury.

The Witneſs was directed to withdraw.

To ſhew, that the Court of Directors, with the Approbation of the Board of Controul, ordered the Rohilla Prize Money to be diſtributed,

Read, from Book 528, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 14th March 1786.

"Our Governor General and Council at Fort William in Bengal.

"Par. 55. Having taken into Conſideration your Proceedings in conſequence of our Order, dated 11th April 1781, relative to the Donation of the late Vizier Suja ul Dowla to that Part of the Army in Bengal which was employed in the late Rohilla Expedition, we obſerve that on the 24th February 1784, you reſolved that the Sum of Lucknow Sicca Rupees 10,50,000, which is included in the Eſtimate of Claims upon his Excellency the Vizier, to the End of the Fuzulee Year 1191, for the Army Donation, ſhould be charged in the Account Current of the next Month to the Nabob's Debit as before; and that ſuch a Proportion of the Sums monthly received on Account of the Aſſignment taken for the Amount of thoſe Claims, as its Amount bears to the Whole of that Eſtimate, ſhould be Monthly carried to the Credit of the Claimants of the ſaid Donation. We approve of this Arrangement; and as it appears by your Account, Quick Stock, dated 30th April laſt, that nearly the Whole of this Sum had been received into the Treaſury, we direct that you pay the ſame to the ſeveral Claimants or their legal Repreſentatives, according to the Statement of the Diſtribution thereof, which is entered on your Conſultation of the 1ſt of June 1778, and not otherwiſe.

(Signed at the End of the Letter)

" London,
14th March 1786.

" John Motteux,
Thomas Parry,
Step. Luſhington,
Jn. Townſon,
Paul le Meſurier,
Ja^s Moffatt,
Samuel Smith, jun.
Cha^s Mills,

W. Devaynes,
Nath. Smith,
John Manſhip,
John Roberts,
Lionel Darell,
John Woodhouſe,
John Thomas Cheap,
George Cuming,

Jn^o Michie."

Then the Witneſs produced a ſeparate Paper, intituled, " Draft of Paragraphs of a Letter propoſed by the Court of Directors to be ſent to the Preſidency of Bengal, Public Department," containing, among other Matters, the Paragraph laſt read.

Read, the following Extract from the ſame.

" Whitehall, March 13, 1786.

" Approved by the Board.

" Henry Dundas,
Walſingham,
Mulgrave."

The Counſel for the Defendant ſtated, that the Managers for the Commons having read a very ſmall Part of a Conſultation of the 28th of April 1772, they would now proceed to give the Whole of it in Evidence.

Read, from Book 189, already delivered in, the following Conſultation of the 28th April 1772, beginning at Page 93 of the ſame.

" Fort William, the 28th April 1772. Secret Dept.

" At a Conſultation; Preſent,
The Honble. Warren Haſtings Eſquire, Preſident;
William Alderſey,
P. M. Dacres,
Thomas Lane,
Richard Barwell,
James Harris,
James Lawrell,
Henry Goodwin,
John Graham,
} Eſquires.

" (a) Read and approved the Proceedings of the 16th inſtant.

President's Minute informing the Board of the Seizure of Mahomed Reza Cawn and his Dewan.

☞ " [The Preſident informs the Board, that in conſequence of Orders received from the Secret Committee by the Lapwing, and referred to in Paragraph the * of the General Letter from the Court of Directors which accompanied it, he has ſent Inſtructions to Mr. Middleton to arreſt the Perſons of Mahomed Reza Cawn, and Rajah Aumret Sing his Dewan, and to ſend them under a Guard to Calcutta; that he has received Advice from Mr. Middleton that the ſame has accordingly been put in Execution. This Letter to Mr. Middleton, and Mr. Middleton's in Reply, he deſires may ſtand on the Proceedings.]

* Sic in Orig. ☜

(a) Vide ſupra, Page 972.

To Samuel Middleton Eſquire.

“ Sir,

“ By the Lapwing's Packet, which arrived laſt Night, I received a Letter from the Secret Committee of the Honble. Court of Directors, in which they direct and enjoin me, immediately on the Receipt of the ſaid Letter, to iſſue my private Orders for ſecuring the Perſon of Mahomed Reza Cawn, and to bring him down to Calcutta.

“ Their Commands are peremptory, and require immediate Execution; neither will the Urgency of the Occaſion admit of Delay. Many Conſiderations induce me to delegate this Truſt to you: Your Station and Authority point you out as the fitteſt Perſon for it, as the particular Confidence which I repoſe in your Integrity and Fidelity to our Common Maſters, is a Pledge to me for your punctual and inſtant Diſcharge of it.

“ This therefore is to require of you, that, upon the Receipt hereof, you do immediately arreſt the Perſon of Mahomed Reza Cawn, and ſend him, under a ſufficient Guard, to Calcutta, allowing him only the Time neceſſary for furniſhing himſelf with ſuch Conveniencies as he may want on his Way.

“ Your own Diſpoſition will make it needleſs to recommend that every Mark of Tenderneſs and Reſpect be ſhewn him, conſiſtent with the literal Performance of this Service; but it will be beſt to avoid a perſonal Meeting with him. I adviſe, but do not inſiſt on this, leaving it to your Diſcretion.

“ You will be pleaſed to keep a Guard on the Houſe of Mahomed Reza Cawn, and ſuffer nothing to be removed from it until you receive further Inſtructions on this Subject, either from myſelf or the Select Committee.

“ I muſt deſire alſo that you will cauſe Rajah Aumert Sing, the Dewan of Mahomed Reza Cawn, to be ſeized and ſent down to Calcutta.

“ It is unneceſſary to recommend to you the greateſt Caution and Secrecy in the Conduct of this Buſineſs, that it may be the Cauſe of no Alarms or Diſturbance.

“ I am, with much Eſteem, &c.
(Signed) Warren Haſtings.”

“ Fort William,
24th April 1772.

“ To the Honourable Warren Haſtings Eſquire.

“ Sir,

“ In Obedience to your Commands, ſignified to me in your Letter of the 24th inſtant, I have the Satisfaction to acquaint you, that I have this Morning ſeized the Perſons of Mahomed Reza Cawn, and his Dewan, Aumrut Sing, and placed proper Guards upon their Houſes and Effects.

“ As you were pleaſed to intimate your Wiſh, that I ſhould avoid a perſonal Interview with the Nabob, I deputed Mr. Anderſon, One of my Aſſiſtants, to wait upon him with a Letter from me, and to communicate the diſagreeable Orders I had received regarding him; at the ſame Time an Officer, with Eight Companies of Sepoys, was detached from the Brigade, to expedite the Execution of theſe Orders, and to guard againſt any evil Conſequences which might have enſued in the City. Apprehending that this Alarm would occaſion ſome Diſturbance, I went myſelf with a Part of this Force, joined to ſome Companies of Pergunnuh Sepoys, to the Kellah, with a View to explain the Matter to the young Nabob, and to obviate any Conſternation or Surprize which might have ſeized him, from an Event thus ſudden and unexpected, and at the ſame Time to prevent any Irregularities which, at this critical Juncture, the Nizemut Seapoys, or the Nabob's own Servants, might have been tempted to commit; but I had the Satisfaction to find, that however prudent Circumſtances might have made theſe Meaſures appear, there was in Fact no abſolute Neceſſity for their Adoption, for I did not diſcover the leaſt Tendency to Tumult or Diſorder throughout his Excellency's Dependants; and ſo little Inclination did Mahomed Reza Cawn ſhew to oppoſe or impede the immediate Execution of your Orders, that he was no ſooner acquainted with the Purport of them, than he made a voluntary Reſignation of himſelf and Effects to the Officer * to the Officer who was deputed to take him into Cuſtody. And here I ſhould not do Juſtice to the calm Submiſſion with which he met his unhappy Fate, was I not to notice the Readineſs he manifeſted to comply with your Orders in their fulleſt Extent; and ſo far from wiſhing to protract the Period of his Departure from hence, I can venture to aſſure you, you cannot be more impatient for his Arrival in Calcutta than he appears to be; and he accordingly proceeds on his Journey To-night, under an Eſcort of Two Companies of Sepoys, commanded by Lieutenant Lucas.

* Sic in Orig.

“ He propoſes embarking at Mirzapore, and will require Three Budgerows and Fifteen Baggage Boats for himſelf and his Dewan; theſe, with a ſmall Addition to the Number of Boats for the Service of the Sepoys, I am to requeſt may be diſpatched from the Preſidency with all poſſible Expedition.

“ I am, Sir, &c.
(Signed) “ Samuel Middleton.”

“ Mootajil,
27th April 1772.

“ As

The Preſident lays before the Board Extract of the Orders received from the Secret Committee.

“ As the Purpoſe of the Secret Committee in their private Commands has been fulfilled, and as the Conduct of Mahomed Reza Cawn hath been referred by the Court of Directors to the Examination of the Board at large, the Preſident thinks it neceſſary, as well for their Satiſfaction, as to enable them more clearly to underſtand the Meaning of the Court of Directors, in the Reſtraint which they have thought proper to order on the Perſon of Mahomed Reza Cawn, to lay before the Board an Extract of ſuch Part of the Orders of the Secret Committee as reſpect this particular Subject, which he deſires may be recorded.

“ Extract of a Letter from the Secret Committee to the Preſident, dated the 28th Auguſt 1771.

“ In order therefore to make him amenable to a due Courſe of Juſtice, and to prevent the ill Conſequences that might reſult from the Reſentment and Revenge which he may conceive on the Knowledge of our Intentions, we hereby direct and enjoin you, immediately on the Receipt of this Letter, to iſſue your private Orders for ſecuring the Perſon of Mahomed Reza Cawn, together with his whole Family and his known Partizans and Adherents, and to make uſe of ſuch Meaſures as your Prudence ſhall ſuggeſt for bringing them down to Calcutta; and it is our Pleaſure and Command that they be by no Means ſuffered to quit the Place, until Mahomed Reza Cawn ſhall have exculpated himſelf from the Crimes of which he now ſtands charged or ſuſpected, or ſhall have duly accounted for the Revenues collected by him in the Chuckla of Dacca, and have made Reſtitution of all Sums which he may have appropriated to his own Uſe, either from the Dewanny Revenues or the Nabob's Stipends, and until alſo he ſhall he ſhall * have ſatisfied the Claims of all ſuch Perſons as may have ſuffered by any Act of Injuſtice or Oppreſſion committed by him in the Office of Naib Dewan.”

* Sic in Orig.

Board's Reſolution in Conſequence.

“ The Board taking into Conſideration the Company's Orders, as expreſſed in their Letter to the Preſident, the Object it has in View, and the Meaſures that have conſequently been purſued, and having received Information of the Nabob Mahomed Reza Cawn's near Approach to the Preſidency, judge it * it neceſſary to come to an immediate Determination in what Manner he ſhall be received; and having viewed the Subject in all its different Lights, have agreed in the following Reſolution.

* Sic in Orig.

“ Reſolved, That they cannot, conſiſtently with the Orders of the Company, and his preſent Situation, receive him with the Honours which were uſually paid him on the Occaſion of his former Viſits to Calcutta.

“ The Majority of the Board, however, conſidering the Rank of his Excellency Mahomed Reza Cawn, the Station he has filled, and the Character and Conſequence he has held in the Empire of Hindoſtan by the Honours and Dignities conferred on him by the King, at the particular Inſtigation of Lord Clive and his Council on the Part of the Honourable Company, judge it proper that One of its Members be ſent to intimate to him the Cauſe of his Seizure, and to inform his Excellency of the Points on which the Honourable Company expreſs their Diſpleaſure, and that they look to us to obtain Satiſfaction from him for the Injuries which they conceive their Affairs to have ſuſtained by his Miſmanagement and corrupt Adminiſtration.

“ Reſolved in conſequence, That Mr. Graham be appointed to wait upon his Excellency on his Arrival at Chitpore; and upon that Gentleman's Motion for particular Inſtructions to regulate his Conduct in the Diſcharge of ſo irkſome a Duty,

“ The Board is of Opinion, he ſhould be furniſhed with a Letter from the Governor to the following Purport.

“ Copy of a Letter from the Governor to the Nabob Mahomed Reza Cawn.

“ I have already, in a former Letter, acquainted you in Part with the Orders which I have received from the Company: The particular Cauſes which have induced the Company to require your Preſence in Calcutta you will be informed of verbally by Mr. Graham, whom I have deputed for that Purpoſe to meet you, and to give you ſuch Aſſurances of the equitable Intentions of the Company, as the Occaſion may require.”

“ And that he further inform the Nabob, in general Terms, of the Heads of the Accuſations laid to his Charge, which will afterwards be properly digeſted and delivered to him in Writing. He is alſo to acquaint his Excellency, that it is left at his Option, either to remain at Chitpore, or proceed to his Houſe in Calcutta: And ſhould he find the Nabob under any Apprehenſion or Alarm for the Safety of his Perſon, he is to remove ſuch wrong Impreſſions, by giving him full Aſſurance of his perſonal Safety: And further, to diſſipate all groundleſs Fears, it becomes neceſſary he ſhould give his Excellency a competent Idea of the Honourable Company's Intention in his Seizure, which is merely to render him amenable to a due Courſe of Juſtice.

“ The Preſident, Mr. Alderſey, Mr. Harris, and Mr. Goodwin, beg Leave to enter their Diſſents to the laſt Reſolution.

Mr. Goodwin's Minute.

“ I think that deputing a Member of the Council to meet Mahomed Reza Cawn at Chitpore, though not meant as a Mark of Reſpect by the Board, muſt have that Appearance in the Eyes of People in general; and I apprehend the Company will alſo deem it as ſuch, which I take to be expreſsly contrary to their Intentions, as well as inconſiſtent with the Circumſtances and Situation M. R. Cawn at preſent is in; whereas I take it to be the Meaning of the Company, by their having been pleaſed to diveſt M. R. Cawn of his Office, and ordering his Perſon, with his Relations, Dependants, and Adherents to be ſeized and brought down to Calcutta, and that Meaſures be taken to prevent their making their Eſcape, that no Honours whatever, or even the Appearance of them, can or ought to be ſhewn him: Beſides, it may have ſuch an Effect with the Natives that it may diſcourage thoſe who otherwiſe might have Complaints to prefer againſt him from doing it, inſtead of which I think that all People ſhould rather be invited to bring their Complaints againſt him, and the Cauſes of his Diſgrace proclaimed; in the mean Time, that both Mahomed Reza Cawn and his Dewan ſhould remain at their Houſes with Guards over them to prevent their eſcaping, and that he ſhould not be viſited, or Viſits received from him. It may happen that M. R. C. will prove himſelf innocent of the Crimes the Company ſuſpect him guilty of; I wiſh he may; but from the ſtrong Manner the Company have wrote regarding him, they muſt have been furniſhed with ſubſtantial Grounds for their preſent Proceeding, otherwiſe they would ſurely not have put themſelves to the Expence of ſending out a Packet on Purpoſe.

" For theſe Reaſons, I muſt beg Leave to enter my Diſſent to the Reſolution of the Majority of the Board, for deputing One of its Members with the Letter from the Governor to M. R. C. which I think would have a better Appearance if conveyed to him through the Secretary, as propoſed by the Preſident, or through the Perſian Tranſlator.

(Signed) " H. Goodwin.

Mr. Harris's Minute.

" The Preſident having informed us, that he had in Part put in Execution the Orders of the Honourable Company addreſſed to him direct by their Select Committee, in a ſeparate Letter per Lapwing, enjoining him to ſeize and ſecure the Perſons of Mahomed Reza Cawn, his Relations, Dependants, and Adherents, and that the ſaid Mahomed Reza Cawn, with his Dewan, are on their Way to the Preſidency as Priſoners, under Charge of an Officer's Party; it appears to me that he thereby ſuffers the moſt apparent Marks of Diſgrace, and their Diſpleaſure; that the deputing therefore a Member of the Board to receive him on his Arrival, is but an ill Compliment to him in his preſent Situation; and as, whilſt labouring under the ſerious and heavy Charges preferred againſt him by the Honourable Company, he muſt be conſidered as a Culprit till he has vindicated his Conduct, he cannot, with Propriety, receive the Honours heretofore due to his Station; conſequently, as a Member of that Tribunal before which he is to prove his Innocence or ſtand condemned, I ſhould object to viſiting him in my public Capacity. The Intention of the Majority of this Board to conſole him thereby under his Misfortunes, I am convinced proceeds from the moſt humane Sentiments; but I ſhould ſuppoſe the Aſſurances from the Preſident of a candid and fair Trial, with the moſt juſt and equitable Deciſion, ought to be deemed ſufficient Conſolation to a Mind ſupported by conſcious Innocence; whereas if he is guilty, all that can be ſaid by a Member of the Board will, and indeed ought to be, ineffectual; but ſuch a Mark of Favour and Diſtinction may, in ſome Meaſure, bias the weak Minds of the Natives in general, and of thoſe in particular whoſe Evidence may be neceſſary to his Conviction; for which Reaſons I beg Leave to enter my Diſſent to the Opinion of the Majority.

(Signed) " J. Harris.

Mr. Alderſey's Minute.

" In my Opinion, there will be a manifeſt Impropriety in deputing a Member of the Adminiſtration to Mahomed Reza Cawn on his Arrival at Chitpore or at the Preſidency, as I cannot help thinking that it may be regarded in the Light of a Compliment at leaſt, and that every Appearance of that Kind ſhould be avoided, as totally inconſiſtent with the Intentions of our Employers, both as to the Mode they have preſcribed for making a Scrutiny into the Conduct of that Miniſter, as Naib Dewan and Naib Subah, and the Tendency that any Mark of Reſpect paid to him under his preſent Circumſtances may have to diſappoint thoſe Intentions, or render it the more difficult to execute the expreſs Commands we have received from the Court of Directors by the Lapwing Packet; and that whatever it may be thought neceſſary to communicate from the Board to Mahomed Reza Cawn, on his Arrival at the Preſidency, ſhould be done by the Hands of their Secretary, or Perſian Interpreter.

(Signed) " Wm Alderſey.

The Preſident's Minute.

" The Preſident thinks it his Duty to minute, that the Second Reſolution has paſſed without his Aſſent; he wiſhes to ſhew Mahomed Reza Cawn every Mark of Attention, and even of Reſpect, due to the Station which he has ſo lately filled in the Adminiſtration of the Provinces, and ſtill proper, while his Conduct is only a Subject of Enquiry; he alſo thinks it becoming the Dignity and Juſtice of the Government to give him ſuch Aſſurances as a Man in his Situation may ſtand in Need of, whoſe Ideas of the Conſequences of miniſterial Diſgrace have been originally formed on the Deſpotiſm and Violence of Aſiatic Manners; that however rigidly we may proſecute the Enquiries which the Company have ordered to be made into his Conduct, no perſonal Ill-will ſhall be allowed to take place againſt him, and that equal and ſtrict Juſtice ſhall be ſhewn to him; to this Effect the Preſident has already written a Letter to Mahomed Reza Cawn.

" But however he may approve of ſuch private Intimations, he is of Opinion that any publick Shew of Reſpect to M. R. Cawn in his preſent Circumſtances will be inconſiſtent with the Reſtraint which has been impoſed upon him, and may counteract the End intended by it, in creating an

Opinion in the Minds of the Publick that his Power is but ſuſpended, and thereby diſcourage thoſe who may have Complaints to prefer againſt him, by the Fear of their falling hereafter under the Effects of his Reſentment. He alſo thinks it very unbecoming the Character and Dignity of a Member of this Adminiſtration to be employed in a publick Deputation to a Man who ſtands accuſed by the Court of Directors themſelves of the moſt criminal Conduct.

" Since however the Majority of the Board have reſolved otherwiſe, he thinks it very proper that Mahomed Reza Cawn ſhould, on this Occaſion, be apprized verbally, and in general Terms, of the Articles which have been laid to his Charge.

" The following is a Copy of the Letter alluded to in the preceding Minute of the Preſident:

" To Mahomed Reza Cawn.

Letter from the Preſident to M. R. Cawn.

" From the Knowledge which I had of your Character before my Arrival in this Country, and from the friendly Intercourſe which had commenced between us, it was my very earneſt Wiſh to cultivate the ſame good Underſtanding with you which had ſubſiſted between you and my Predeceſſors in this Government; it was therefore with exceeding Grief and Mortification that I found myſelf diſappointed in theſe Hopes by the peremptory Commands which I have received within theſe few Days paſt from the Company, with which you have been ſince informed by the Proceedings of Mr. Middleton, in conſequence of the Directions which I was under the Neceſſity of giving him. I am a Servant of the Company, and whatever they order it is my Duty to obey, nor can I deviate One Tittle from it. I ſhall be happy in my private Character if I can afford you any Teſtimony of my good Will or Attachment to you, of which you will reſt aſſured.

Council of Rev. to act, for the preſent, as Dewan.

" As Mahomed Reza Cawn is now deprived of his Office of Naib Dewan, and the Honourable Court of Directors have reſolved to ſtand forth themſelves in the Character of Dewan, the Board are of Opinion that the Morſhedabad Council ſhould be directed immediately to undertake the Conduct of that Office, until a proper Plan can be formed for the Management of ſo important a Truſt: It is therefore agreed to ſend the following Directions to that Board.

" To Samuel Middleton Eſquire, Chief, &c. Council of Revenue at Moorſhedabad.

" Gentlemen,

Letter to Moorſhedabad in conſequence.

" The Honourable the Court of Directors having thought proper to diveſt Mahomed Reza Cawn of his Station of Naib Dewan, and having determined to ſtand forth publickly themſelves in the Character of Dewan, we direct that for the preſent you take Charge of that Office, and perform the Duties of it, until we ſhall have ſettled and digeſted a proper Plan for the Conduct and Management of ſo important a Truſt, and you will immediately make this Alteration public at the City, as well as in all the Diſtricts appertaining to the Province of Bengal.

" We are,
" Fort William, Gentlemen,
7th May 1772. Your humble Servants.

" The Board conſidering that the Seizure of Aumret Sing, who at preſent farms the Weſtern Diviſion of Radſhai, may probably induce the Perſons employed under him in that Diſtrict to attempt an Embezzlement or Secretion of the Revenues, judge it proper to enjoin the Moorſhedabad Council to purſue immediate Meaſures for ſecuring the Rents, and obviating any ill Conſequences that might otherwiſe ariſe from the Privation of his Authority.

" The following Letter is accordingly written.

" To Samuel Middleton Eſquire, Chief, &c. Council of Revenue at Moorſhedabad.

" Gentlemen,

Letter to Moorſhedabad, enjoining them to purſue Meaſures for ſecuring the Revenue of Radſhai Aumret Sing's Farm.

" As in conſequence of our Preſident's Orders to your Chief, the Perſon of Rajah Aumret Sing, the private Dewan to the Nabob Mahomed Reza Cawn, is in Confinement, it may be neceſſary to recommend to you the taking ſuch immediate Meaſures as ſhall prevent the Officers and People employed under him, as the Farmer of the Weſtern Diviſion of Radſhai, from taking Advantage of this Circumſtance, by withholding or embezzling any Part of the Revenues or Collections of that Diſtrict; and we requeſt that you will uſe your beſt Endeavours for ſecuring the Payment of his Rents, and obviating any other ill Conſequences which might otherwiſe enſue from this Privation of Aumret Sing's Authority.

" We are,
" Fort William, Gentlemen,
28th April 1772. Your humble Servants.

" As the Charge of Neglect or Embezzlement of the Revenues is equally applied by the Court of Directors to Shitabroy, the Naib Dewan of the Bahar Province, as to Mahomed Rezan Cawn; as they have directed a minute Enquiry to be made into both; and as the leaving Shitabroy in Poſſeſſion of his Office, after the Meaſures which have been taken reſpecting M. R. Cawn, and the Concluſions which he muſt neceſſarily form with regard to himſelf, may put it in his Power to elude any Enquiry into his Conduct, either by private Colluſions with his Agent, or by Flight;

“ The Board are of Opinion that it will be equally neceſſary to lay an immediate Reſtraint upon his Perſon, and that of his Dewan alſo.

Preſident to write to the Chief of Patna to apprehend Shitabroy.

“ Agreed, therefore, that the Preſident be requeſted to write to the Chief of Patna for the above Purpoſes, in like Manner as he has written to the Chief of the Durbar.

“ Warren Haſtings,
W. Alderſey,
Thomas Lane,
James Harris.”

The Counſel for the Defendant informed the Houſe that the Managers for the Commons having ſtated in Page 1105 of the printed Minutes, “ that they would falſify the Letter of the Defendant to the Court of Directors of the 29th November 1780, in all its Parts;” they would next proceed to prove that the Preſent from Sadanund was received by Mr. Haſtings at the Time and for the Purpoſes by him ſtated in the above-mentioned Letter of the 29th November 1780.

Read, from Book 26, already delivered in, the following Extract of a Conſultation of the 12th June 1780, beginning at Page 452 of the ſame Book.

“ Fort William, the 12th June 1780.

Secret Dept. Monday.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Philip Francis, Eſquire.
Mr. Wheeler, indiſpoſed.
Lieut. Gen. Sir Eyre Coote, abſent on a Viſit to the different Stations of the Army.

Governor General.

“ The Members of the Board have been furniſhed with Copies of the Letters which have been written to Moodajee Booſla and his Dewan, to Benarem Pundit their Vakeel or Miniſter at this Government, containing in a very long Detail the Motives and Views of the Government of Berar. Theſe I think improper to be entered on our Records, but I recommend them to the Attention of the Board, in their Conſideration of the Conduct which we are to obſerve towards that Government.

“ From the Declarations made in theſe Letters, and from other Advice, it appears, that urged by the Demands of the Adminiſtration at Poonah, and the Menaces of the Nabob Nizam ul Mullock, the Rajah hath levied a conſiderable Force, ſaid to conſiſt of 50,000 Horſe, oſtenſibly deſtined to co-operate with the Peiſhwa, by invading Bengal and the Dominions of our Ally the Nabob of Oude; that one Diviſion of 30,000 Horſe, commanded by Chimnajee Booſla, the Rajah's Second Son, has been accordingly diſpatched to our Frontier by the Road of Cuttack, and has been ſome Time ſince arrived in the Neighbourhood of that City, where it is propoſed that he ſhall canton during the Rainy Seaſon.

“ The Rajah and his Dewan both profeſs the moſt ſteady Attachment to the Company, and a Reſolution to preſerve the Peace and good Underſtanding which have ſubſiſted between that Government and the Engliſh ſince the Period in which the latter firſt obtained a Share in the Political Concerns of theſe Provinces.

“ Theſe Profeſſions have been repeated in all their Letters, and ſanctified by the moſt ſolemn Atteſtations. However ſuſpicious ſuch voluntary Proteſtations may generally appear, there can be no valid Reaſon for refuſing a certain Degree of Credit to them on the preſent Occaſion, as they are perfectly conſiſtent with what we know to be the Intereſt of the Booſla Family, and with the Conduct which it has invariably obſerved towards the Government of Bengal, from the Acceſſion of Jannoojee to the preſent Time. Its natural Enemies are the Chiefs whoſe Dominions border immediately upon the Diſtricts of Berar, and lie in many Places intermixed with them; that is to ſay, the Peſhwa, Nizam Ally Cawn, and Mahadajee Scindia. The Company cannot be regarded in the ſame Light, becauſe the Line of Country which joins their Poſſeſſions to Berar is ſo wild and uncultivated that no Cauſe of Competition can ariſe reſpecting it; and the Territories of each, in theſe Parts, yield little Advantage to the Proprietors. The Claim of the Berar Government to the Chout of theſe Provinces is ſo antiquated, that though it might be revived as a Pretext, it could never operate as an Inducement to invade them, on any other Principles than thoſe which are the Grounds of original Conqueſt, nor could ſuch an Enterprize be formed without great and certain Hazards, a Length of Hoſtilities, and a proportionate Expence to which the Reſources of Berar are inadequate, and the Expoſure of its own internal Poſſeſſions to the Ambition and Rapacity of its Neighbours.

“ The Habits of a long Intercourſe of Friendſhip, and the Benefits which are mutually and equally derived by both Governments from a Continuance of the ſame Degree of Union, may likewiſe be aſſumed as Arguments of the favourable Diſpoſition of that Government towards this, even under the preſent Appearances; yet the contrary, notwithſtanding the ſtrong Grounds which appear for this Concluſion, may be the Caſe, and even with the beſt Intentions the Steps through which the Berar Government, in the Accommodation of an oſtenſible Plan to its own ſecret Wiſhes, may be inſenſibly led, may terminate in Hoſtilities againſt us.

" From the Whole of this Review, it appears to be the proper Policy of this Government to conſider and treat that of Berar in the Character which it profeſſes, but to guard againſt the Poſſibility of its becoming hoſtile to us.

" This Policy at the ſame Time fortunately coincides with the preſent Views of that Government, and may be made to promote them. The Rajah and his Miniſter have from the Beginning expreſſed the ſtrongeſt Deſire to become the Mediators of Peace between us and the Marattas; and this Deſire is more ſtrenuouſly urged in their laſt, than in any of their former Letters, which may be accounted for on good Grounds; for it is certainly their Intereſt to be the Inſtruments of bringing the War to a Termination, by Means which muſt enhance their Conſequence and relieve them from certain Difficulties and Expence. The Rajah informs us, that he has written to the Peiſhwa, and offered his Interceſſion to accommodate Matters with us, confiding in the Aſſurances given him by this Government of its Willingneſs to agree to Peace through his Mediation, and to his Guarantee for the Maintenance of it, and has propoſed that his Dewan ſhall come to Balaſore or Benares, with Credentials and full Powers from the Peiſhwa to negotiate and conclude a Treaty of Peace.—Let us avail ourſelves of this favourable Diſpoſition.—Let his Mediation be accepted, and his Dewan invited to come for that Purpoſe to Calcutta. I am firmly of Opinion that Peace can only be accompliſhed by this or ſome other Mode that ſhall put the Negotiations for it within the Reach and immediate Controul of this Government. The Seat of War is not the Soil adapted by Nature for the Growth of Peace; yet, while every Means are employed to promote this End, we muſt not ſlacken in thoſe which may give us an Advantage in the War, if our Hopes of a ſpeedy Termination of it ſhould be fruſtrated. On the contrary, this * Seaſon and theſe Hopes require a redoubled Exertion on our Part in the Proſecution of the War, as a neceſſary Concurrence with the Meaſures which we may take for the Concluſion of it. For this Reaſon, I recommend that the Orders lately paſſed for the Reduction of Captain Popham's Detachment be ſuſpended; that the Sepoys of the Detachment be immediately formed into Three regular Battalions, and added to the Detachment allotted to Major Camac. Let it be given in Inſtructions to Major Camac, if he ſhould find it practicable to march his Detachment, in Conjunction with the Forces which the Rannee by Treaty will be obliged in ſuch a Caſe to furniſh, directly to Oogein, the Capital of the Territory dependant on Madajee Scindia. This cannot fail to divert him from the War in the Guzzerat, and by bringing it Home to his own Intereſts, which have hitherto been wholly exempt from it, induce him to be an equal Solicitor for Peace, to which at this Time he appears to be the only Impediment. In Effect, all Advices confirm the Information contained in the Berar Letters of the Oppoſition of Scindia's Wiſhes, to thoſe of the Miniſter in this particular Inſtance. The only Obſtacle to this Deſign is, the Force which the Maratta Government actually poſſeſſes at Calpee and Bundlecund. A diſcretionary Power ſhould be given to Major Camac to remove this by any Means, either by Negotiation or Force, which he ſhall judge neceſſary, and which ſhall not be likely to detain him from his main Object. From all the Intelligence which has been lately received from that Quarter, this appears to be no difficult Work, as the Maratta Power in that Country is not in itſelf very conſiderable, and thoſe who poſſeſs it are diſaffected to the Government on which they depend. The Purpoſe of undertaking this Expedition and its Motives may be communicated to Moodajee Booſla. He cannot diſapprove it; nor is it likely to give ſuch Offence to the Miniſter of Poona, whoſe Jealouſy to Madajee Scindia is well known, as to excite in his Mind any new Objection to Pacification.

* Sic in Orig.

" By the propoſed Plan of Operations the Subſidy which we have hitherto received from the Ranna of Gohud will ceaſe; all that we can require of him will be to join our Forces with the Quota of his Troops ſtipulated by the Treaty. It will therefore become neceſſary to provide a Military Fund for the Payment of this Detachment. I propoſe to the Board, as the Seaſon is now approaching in which our Demands upon Rajah Cheit Sing, for the Payment of his annual Contribution towards the Expence of the War, ſhould be made, we do immediately inſtruct our Reſident at Benares to apply to him for the Sum of Five Lacks of Rupees; which Sum I propoſe ſhall be appropriated ſolely to the Payment of Major Camac's Detachment.

" If the Board agree to this Plan, it will be neceſſary to make ſome Alterations in our late Orders, and theſe I ſhall reduce to diſtinct Propoſitions.

" 1ſt. That the Order for the Return of Captain Popham's Detachment be countermanded.

" 2d. That the Sepoy Drafts of that Detachment be immediately formed into Three Regular Battalions.

" 3d. That the Three Senior Captains now with the Detachment be appointed to the Command of theſe Battalions, and that the Commander in Chief be requeſted to iſſue the neceſſary Orders for completing them with Subaltern and Native Officers.

" 4th. That to complete theſe Battalions with their Proportion of Ordnance, Two 6 Pounders be added to the Guns now with Captain Popham's Detachment.

" 5th. That theſe Battalions be added to the Detachment already ordered to be put under the Command of Major Camac, and the whole formed into a ſeparate Corps during the Continuance of the preſent Service.

" 6th. That in Addition to the Guns attached by the Regulation to each Battalion of Sepoys upon Service, Two Twelve Pounders, the Howitzer now with Captain Popham's Detachment, and Two Cohorns, be ordered to join Major Camac's Detachment.

" 7th. That the Board of Ordnance be requeſted to iſſue Orders for ſupplying Major Camac's Detachment with the above-mentioned Ordnance, and the Proportion of Ammunition and Stores agreeable to the Eſtabliſhment, either from Cawnpore or either of the Military Stations contiguous to it.

" 8th. That a Brigade Major and an Aid de Camp be added to the Staff of Major Camac's Detachment in conſequence of the additional Strength of it.

" 9th. That the Secretary be directed to draw out Inſtructions for Major Camac from the preceding Minute.

" I entreat the Board to give me their Support in the Proſecution of this Plan. If they have been from its Commencement averſe to the War, let them join with me in proſecuting it with Vigour to its ſpeedy Termination. If they conſider themſelves as free from the Reſponſibility of it, let them allow me to acquit myſelf of mine. I wiſh I could venture my Life upon the Conſequences. I know the Man who is to conduct it, and am certain that if the Deſign is practicable, he will execute it to its fulleſt Effect, nor am I fearful of the Inference which this Declaration may draw upon me for the future Event of it. (a)

(Signed at the End of the Conſultation)
" Warren Haſtings,
P. Francis,
Edwd. Wheler."

Read, alſo, the following Extract of a Conſultation of the 19th June 1780, beginning at Page 464 of the ſame Book.

" Fort William, 19th June 1780.

" At a Council; Preſent,

Secret Dept. Monday.

" The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
Philip Francis,
Edward Wheler, } Eſquires.

Lieutenant General Sir Eyre Coote, abſent on a Viſit to the different Stations of the Army.

" Minute from Mr. Francis and Mr. Wheler.

Meſſrs. Francis and Wheler's Minute, Date 15th June.

" Convinced as we are of the indiſpenſable Neceſſity of bringing the preſent War, if poſſible, to a ſpeedy Concluſion, we ſhall heartily join in the Support of every Meaſure which appears to have Peace for its Object, and which carries with it any reaſonable Proſpect of Succeſs. On this Principle we agree with the Governor General, that it may be adviſeable to avail ourſelves of the favourable Diſpoſition of the Berar Government, and to invite the Rajah's Dewan to come for that Purpoſe to Calcutta. The Motives aſſigned for his late Conduct, and for the March of a Body of his Troops to Cuttac are plauſible at leaſt, and appear to be confirmed by the Delays with which it has been attended, and by their preſent Inactivity. The Deſire he profeſſes of becoming the Mediator of Peace between us and the Marattas, ſeems likely to be ſincere; becauſe we believe it to be founded in the Conſideration of his own Intereſt, and becauſe it is conformable to the Language which he has uniformly held to us: We do not mean to ſay that Evidence of this Nature is to be implicitly depended on; but it is now ſo eſſentially our Intereſt to ſecure the Friendſhip of Moodajee Booſla, or at leaſt to prevent his acting againſt us, that we ſhould think it imprudent to diſcover any Doubt of his Sincerity. It cannot be very difficult to maintain the Appearances of the moſt perfect Confidence in his good Faith, without ſuffering it to miſlead us, or neglecting any of thoſe Precautions which our Situation dictates, and which are never more neceſſary perhaps than in the midſt of Security. We therefore agree with the Governor General in this Part of his Minute; but we find with extreme Concern that it is impoſſible for us to give our Aſſent to the ſubſequent Propoſition. The Reaſons for which we object to it ſhall be ſtated briefly, without reviving former Arguments or reflecting on any Thing that is paſt. Taking our Situation as it ſtands, we declare it to be our moſt deliberate Opinion, that a Peace is indiſpenſably neceſſary to ſave the India Company, and every Intereſt connected with theirs, from the greateſt Diſtreſs, if not from certain Ruin; and that at whatever Diſtance this Object may be, it is not practicable for us to continue the War on any Terms without a very conſiderable Reduction in the Expence of conducting it. In the former of theſe Opinions we have never varied, in the latter we are ſure of the Governor General's Concurrence. On this general Ground we object to the propoſed Meaſure.

(a) Vide Appendix, No CCCLXVI.

" 1ſt. Becauſe

" 1ſt. Becauſe it reverſes a Reſolution very lately paſt with the unanimous Approbation of the Board, for recalling and reducing Captain Popham's Detachment; the extra Expence of which, beyond our regular Eſtabliſhment, amounting to Current Rupees 91,332 a Month, would be ſaved, and their Place ſupplied by Four regular Battalions.

" 2d. Becauſe by the propoſed Plan of Operations, the Subſidy to be paid by the Rana of Gohud, and of which we believe no Part has hitherto been received, is to ceaſe, and our Reſources ſo far forth diminiſhed.

" 3d. Becauſe at a Time when it is admitted that the War cannot be continued without a very conſiderable Expence, we cannot conſiſtently with that Principle engage in a Meaſure which ſuppoſes the contrary to be true, and which in our Judgment leads to an Addition of Expence, which we cannot limit when once it is begun, and which we are very ſure this Government is not in a Condition to ſupport. We have ſeen into what enormous Charges we have been drawn by the Detachment under General Goddard, the Strength of which does not exceed that propoſed to be placed under Major Camac. We have ſeen the Expences of a Detachment of only Two thouſand Drafts, under Captain Popham, ſwelled to more than Ninety-one thouſand Rupees a Month; and we firmly believe it to be an Evil inſeparable from diſtant Military Operations in this Country, that the Charge of them can neither be limited nor controuled. We do not mean to diſpute the Propriety of the Governor's perſonal Confidence in Major Camac, but in our Minds ſuch implicit Confidence cannot exiſt without Experience, much leſs in Oppoſition to that with which the Conduct of ſimilar Expeditions has already furniſhed us: In this Obſervation we allude only to the Expence that attends them.

" 4th. Becauſe the propoſed Anticipation of the Demand of Five Lacks of Rupees from the Rajah of Benares, and the ſole Appropriation of it to this Service, is no Relief of Expence or Increaſe of Reſource, ſince the above Five Lacks make Part of our general Eſtimate of Reſources for the Service of the current Year, and if applied to any Service not provided for in the ſame Eſtimate, will leave a Deficiency which muſt be made good out of ſome other Fund.

" 5th. Becauſe it appeared to us, that the State of our Treaſury is not in any Degree equal to the exiſting and encreaſing Demands which preſs upon this Government. The apparent Balance on Monday laſt, including the Depoſit in the New Fort (without which we ſhould conſider ourſelves as totally unprovided for Meaſures of immediate Defence, if ſuch ſhould become neceſſary,) amounted to no more than Current Rupees 42,09,453. Deduct the Depoſit in the New Fort, and let the Account be ſtated as it will then ſtand, and as it ought to ſtand.

Dr.	C. Rs.		
Depoſits of Private Property -	14,87,958	Remainder after deducting the Sum in the New Fort -	6,13,453
Amount of Orders unpaid -	20,86,949		
Bills drawn by General Goddard unpaid - - -	1,73,999	Balance or actual Debt againſt the Treaſury - - -	31,35,453
	37,48,906		37,48,906

" This View of our Situation undoubtedly leads to other important Concluſions. That to which we mean to confine it at preſent is, that we are in no Condition to undertake new Expences, nor, if our Treaſury were better ſupplied than it is, ſhould we think it prudent to expoſe ourſelves to the Demands of another Expedition, in the Plan of which we ſee no eſſential Difference from that which ſtill exiſts under General Goddard.

" 6th. Becauſe admitting that all the preceding Objections on the Head of Expence could be anſwered or removed, we are not ſatisfied that the Plan itſelf would either end where it profeſſes to be directed, or that this is the Seaſon in which it ought to be attempted on its own avowed Principles. The declared Purpoſe of the Expedition is to invade Madajee Scindia's Country, and to attack his Capital Ugein, in order to divert him from the War in Guzerat to the Defence of his own Territories. We underſtand and admit the Force of this Argument, though in our Judgment over-balanced by other Conſiderations, independent of which we ſhould only object to the Time choſen for the Expedition, and to the unneceſſary Charge of keeping up Captain Popham's Detachment. If it be meant to withdraw Madajee Scindia from the War in Guzerat, and to diſtract his Force and Attention from that Country to his own, it ſeems to us that the Attempt ſhould be made as ſoon as poſſible after October, when General Goddard might be at Liberty to co-operate with it and to favour its Succeſs by a ſimilar Diverſion on his Side, not in the midſt of the Rains when General Goddard's Army is in Cantonments and unable to take the Field. The manifeſt Advantage of having the Two Armies acting in Concert and dividing the Attention of the Enemy between them would be loſt, if they were not both in the Field at the ſame Time. But this and every other Objection to the Meaſure, is in Fact removed by the Inſtructions which immediately follow it, and which in our Opinion are wholly inconſiſtent with the firſt propoſed Object. Major Camac is to be intruſted with a diſcretionary Power to remove the Force which the Maratta Government poſſeſſes in Culpee or Bundelcund (and which is ſaid to be the only Obſtacle to the main Deſign) by any Means, either by Negotiation or by Force. If it be true, as we are ſure it is, ' That ' the Marratta Power in that Country is not very conſiderable, and that they who poſſeſs it are diſ' affected to the Government on which they depend,' ſuch a Power can form no Obſtacle to the

Execution of the main Deſign, nor can we ever admit of the Validity of ſuch a Pretence for invading Bundlecund, which we conclude would be the firſt, if not the only Effect of the Expedition. At all Events the Latitude given to Major Camac leaves him at Liberty to purſue whatever Plan he thinks proper. But if inſtead of proceeding towards Madajee Scindia, the March of this Detachment ſhould once be directed by the oppoſite Route to the Capital of Bundlecund, he will naturally conclude that the Poſſeſſion of this Country is our true and only Object; of Courſe he will have no Apprehenſion of the Safety of his own.

For theſe Reaſons we are of Opinion, that the Reſolution of the Board of the 29th May, for the Recall and Reduction of Captain Popham's Detachment, &c. ſhould not be ſuſpended.

" P. Francis,
Edd. Wheler."

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 473 of the ſame Book.

" The Minute which follows having been ſent by the Governor General to the Secretary on Saturday, and having been circulated and agreed to, the propoſed Orders were accordingly iſſued.

Governor General's Minute.

" The Governor General.—The Majority of the Board having rejected all the Propoſitions which were contained in my Minute of the 12th Inſtant, excepting the 6th and 7th, which do not appear to have been included in their Exception to the general Propoſitions; I now beg Leave to repeat them, and as it appears by the accompanying Letter from Captain Brown, that he has left his Field Pieces and Tumbrils behind him, I ſhall propoſe,

" 1ſt. That Captain Brown's Battalion, on its Arrival at Cawnpore, be completed with its Proportion of Field Pieces, Ammunition, and Stores, from the Ordnance at that Station.

" 2d. That, in Addition to the Guns attached to the Battalions of Major Camac's Detachment by the Regulations, Two Twelve-Pounders, the Howitzer with Captain Popham's Detachment, and Two Cohorns, be ordered to join it.

" 3d. That the Board of Ordnance be requeſted to iſſue Orders for ſupplying Major Camac's Detachment with the above-mentioned Ordnance, and their Proportion of European Artillery, Laſcars, Ammunition, and Stores, agreeable to the Eſtabliſhment, either from Cawnpore or the Military Stations contiguous to it.

(Signed) " Warren Haſtings,

" Agreed. (Signed) " Edd. Wheler,
P. Francis."

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 477 of the ſame Book.

The Governor General lays before the Board, the following Draft of Inſtructions which he propoſes to be given to Major Camac.

Governor General's propoſed Inſtructions to Major Camac.

" Inſtructions to Major Camac.

" 1ſt. Having appointed you to the Command of a Detachment ordered to be formed of Four Battalions of Sepoys, Three of which are to be furniſhed from the Army ſtationed at Cawnpore, and the 4th Battalion of Light Infantry commanded by Captain James Brown; we direct you to proceed to Cawnpore, or to the Station of that Detachment, wherever it may be, and to conduct it without Loſs of Time into the Dominions of the Rana of Gohud, there to relieve the Corps now under the Command of Captain Popham in that Quarter.

" 2d. The Rana of Gohud having in virtue of a Treaty, concluded between him and this Government, required the Aid of a Military Force on the Part of this Government for the Defence of his Country againſt the Marattas, who had invaded it; Captain Popham was appointed to this Service, and to this you now ſucceed: We therefore direct that you comply with ſuch Requiſition as ſhall be made to you by the Rana for this, and for ſuch other Conditions as he is entitled to demand by the Treaty, and ſhall be practicable with the Force under your Command.

" 3d. Whenever the Rana ſhall have no further Service for the Detachment, and ſhall diſmiſs it in the Manner preſcribed by the Treaty, and no Occaſion ſhall preſent itſelf for the Employment of the Detachment in promoting the general Succeſs of the War in which we are engaged with the Maratta State, you are forthwith to return with it into the Dominions of the Nabob of Oude and there wait for further Orders; and if, before your March into Gohud, you ſhall receive an Intimation from him in Writing, that he ſhall not require the Aſſiſtance of your Detachment, you will in like Manner ſuſpend your March and wait for further Orders.

" 4th. But as the firſt Deſign of this Government in the Alliance lately formed with the Rana of Gohud, was to diſtreſs the Maratta State by a Diminution of their Power, Revenue, and Influence, and by uniting with other Powers in Enmity with them to divert and weaken their Operations,

tions; and as the Maratta Dominions, which lie contiguous to Gohud, appertain to Madajee Scindia, and Tuccooje Holkar, the Two principal Rulers of that State, and the Leaders of the Army employed to oppoſe General Goddard, we authorize and inſtruct you, in caſe you ſhall deem it practicable and expedient, to carry the War immediately into that Quarter, requiring from the Rana the Proportion of Cavalry ſtipulated by the Treaty to be furniſhed by him for ſuch a Service; or, in caſe of his Inability, whether from the Seaſon of the Year or from whatever other Cauſe to fulfil this Condition in its complete Extent, to require and accept from him ſuch other Aid in furniſhing Proviſions and forming Magazines of Grain and other Means of Subſiſtence and Communication, as you ſhall judge equivalent to it.

" 5th. For your Guidance in maintaining the Relation of your Command to the Rana of Gohud, we herewith deliver you a Copy of the Treaty executed with him, and we require and enjoin you to conform to it with the moſt ſcrupulous and literal Exactneſs.

" 6th. If any Caſe ſhall occur for which we have not provided by theſe Inſtructions, and which ſhall not be contrary to them, we empower you to act therein according to your own Judgement; in all others, theſe Inſtructions are poſitive, and muſt be implicitly obeyed.

" Ordered, that theſe Inſtructions lie for Conſideration.

" Warren Haſtings,
P. Francis.
Edwd. Wheler."

Read, alſo, the following Extract of a Conſultation of the 22d June 1780, from Page 505 of the ſame Book.

" Fort William, 22d June 1780.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Philip Francis, and Edward Wheler, Eſquires.
Lieutenant General Sir Eyre Coote, abſent on a Viſit to the different Stations of the Army.

" Read the following Minute from Meſſrs. Francis and Wheler, in Reply to the Propoſitions made by the Governor General, and entered in the laſt Conſultation, containing Inſtructions to Major Camac.

" Minute from Meſſrs. Francis and Wheler.

Meſſrs. Francis and Wheler.

" The Firſt, Second, and Third Paragraphs of the propoſed Inſtructions to Major Camac, being conformable to the Treaty concluded with the Rana of Gohud, we acquieſce therein; but we think it ſhould be added that, before our Troops depart from the Rana's Country, the full Amount of the Subſidy due for their Pay ſhould be demanded and received. But we cannot conſent to veſt Major Camac with the Powers mentioned in the 4th Par. viz. 'To carry the War ' immediately into the Dominions of Tuccajee and Scindia, if he ſhall judge it practicable and ' expedient, and to accept of ſuch other Aid from the Rana of Gohud as he ſhall judge equi- ' valent to the Body of Ten thouſand Horſe, which the Rana is obliged by Treaty to furniſh.' The Latitude given in the Firſt Article, leaves it in effect to Major Camac to carry the Company's Arms wherever he thinks proper. The Second impowers him to annul the moſt important and apparently the moſt uſeful Article of the Treaty. In both Inſtances, the Government relinquiſhes its Controul over a Meaſure which may lead us much further than we are aware of, and be attended with the moſt ſerious Conſequences. We have already obſerved, that an Attempt to invade Scindia's Country, if adviſeable, ſhould be made at a Time when General Goddard can co-operate with it and ſupport it; this cannot be done till towards the Concluſion of the Rains. There is Time ſufficient to concert a Plan with the Rana of Gohud, and to aſcertain what Aſſiſtance may be depended on from him.

" The Board will then have proper Materials before themſelves to judge how far it may be ſafe or expedient to embark in the Meaſure, ſuppoſing that a Peace, which is our firſt Object, ſhould not be effected in the Interim. For theſe Reaſons we cannot aſſent to the Propoſitions contained in the Fourth Paragraph.

" We acquieſce in the 5th.

" The Powers mentioned in the 6th ſeem to fall under the ſame Obſervations which have occurred to us on thoſe contained in the 4th.

(Signed) " P. Francis,
Edwd. Wheler."

(Signed at the End of the Conſultation)
" Warren Haſtings,
P. Francis,
Edwd. Wheler."

Read alſo, the following Extract of a Conſultation of the 13th of July 1780, beginning at Page 597 of the ſame Book.

" Fort William, 13th July 1780.

Secret Dept. Monday.

At a Council; Preſent,
The Honourable Warren Haſtings, Governor General;
Edward Wheler Eſquire.
Mr. Francis indiſpoſed.
Lieutenant General Sir Eyre Coote, abſent on a Viſit to the different Stations of the Army.

Major Camac's Inſtructions.

" The Inſtructions being agreed to by Meſſrs. Francis and Wheler, they were copied fair, ſigned, and diſpatched, as follow:

" To Major Camac.

" Sir,

" Our Secretary has already notified to you, your Appointment to the Command of a Detachment ordered on Service with the Rana of Gohud. This Detachment is to be formed by Three Battalions of Sepoys from the Second Brigade ſtationed at Cawnpore, the Battalion of Light Infantry, commanded by Captain James Brown, and a Party of Artillery, to conſiſt of Half a Company of Europeans, and Half a Battalion of Laſcars.

" In Addition to the Guns attached to the above Battalions by the Regulations of the Army, we have ordered that your Detachment ſhall be ſupplied with Two Twelve Pounders, a Howitzer, Two Cohorns, and a proper Quantity of Ammunition and Stores.

" We direct that you immediately proceed to Cawnpore, or to the Station of your Detachment wherever it may be, and forthwith conduct it into the Dominion of the Rana of Gohud, there to relieve the Corps under the Command of Captain Popham in that Quarter.

" The Rana of Gohud having in virtue of a Treaty lately concluded between him and this Government, required the Aid of a Military Force on our Part for the Defence of his Country againſt the Marattas, who had invaded it, Captain Popham was appointed to this Service, and to this you now ſucceed. We therefore direct that you comply with ſuch Requiſitions as ſhall be made to you by the Rana for this, and for ſuch other Conditions, as he is intitled to demand by the Treaty, and you ſhall deem practicable with the Force under your Command.

" Whenever the Rana ſhall notify to you that he has no further Service for the Detachment under your Command, and ſhall diſmiſs it in the Manner preſcribed by Treaty, and no Occaſion ſhall preſent itſelf for the Employment of it, in promoting the General Succeſs of the War in which we are engaged with the Maratta State, you are to ſignify to him in Writing your Intention to depart from his Country, demanding the full Amount of the Subſidy that may be due; which having received, you will immediately return with your Detachment into the Territories of the Nabob of Oude, and there wait for further Orders; but in caſe of a Refuſal on his Part to diſcharge the Subſidy agreeable to the Terms of the Treaty, we deſire that you immediately ſignify the ſame to him, and not depart until you receive our Anſwer.

" If before your March into Gohud you ſhall receive any Information from the Rana that he ſhall not require the Aſſiſtance of your Detachment, you will in like Manner ſuſpend your March, and wait our Inſtructions.

" For your Guidance in maintaining the Relation of your Command to the Rana of Gohud, we herewith deliver to you a Copy of the Treaty executed with him, and we require and enjoin you to conform to it with the moſt ſcrupulous and literal Exactneſs.

" The Commiſſary General having drawn out an Eſtabliſhment for your Detachment, which meets with our Approbation, we tranſmit it to you, deſiring at the ſame Time that you do not, on any Account, ſuffer the ſmalleſt Alteration or Deviation to be made in it." (*a*)

(Signed at the End of the Conſultation)
" Warren Haſtings,
P. Francis,
Edw^d Wheler."

Read, the following Extract of a Conſultation of the 26th June 1780, beginning at Page 553, of the ſame Book.

" Fort William, the 26th June 1780.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, Edward Wheler, } Eſquires.
Lieutenant General Sir Eyre Coote, abſent on a Viſit to the different Stations of the Army.

" The Governor General lays before the Board the following Minute.

Governor General.

" Governor General.—Two Minutes have been lately delivered by Meſſrs. Francis and Wheler, bearing their joint Signatures, in Anſwer to Propoſitions made by me to the Board.

(*a*) Vide Appendix, N° CCCLXVII.

" It is not my Intention to follow theſe Minutes through every Aſſertion of Facts, and every Deduction of Argument. I ſhall only reply to ſuch Points as have a Relation to my preſent Purpoſe, which is ſtill to inſiſt on the Neceſſity of carrying on the War into the Diſtricts appertaining to Madajee Scindia; and to this I entreat the Board to give me their Attention.

" Except the Article of Expence, I can ſcarcely collect the Objections which are made to it.

" It never was my Intention to employ Major Camac in an Invaſion of Bundecund, nor ſuffer, if it were attempted on the Ground of his Inſtructions, ſuch a Waſte of the Time required for the Firſt and eſſential Objects of its Operations.

" The Ends propoſed by this Expedition are Two immediate; Firſt, to divide the Maratta Strength, and divert it from General Goddard; Second, to make the principal Agent of the War, the principal Sufferer by it; and One ultimately, Peace. To this it is objected that ' the manifeſt ' Advantage of having Two Armies acting in Concert, and dividing the Attention of the Enemy ' between them, would be loſt if they were not both in the Field at the ſame Time.' This is by no Means a fair Concluſion, becauſe it ſuppoſes the Enemy to keep the Field, and our principal Army to be inactive—The Reverſe is the moſt probable—And my Purpoſe will be equally anſwered, whether both remain in Quarters, and Major Camac be ſuffered to proſecute the Plan aſſigned him without Oppoſition, or whether the whole Force of the Enemy be directed againſt him, and General Goddard left at Liberty to act in the Proſecution of his. The rainy Seaſon is no Impediment to our Troops, but a great One to the Maratta, which conſiſt only of Cavalry; and if the Meaſure which I have propoſed be even now agreed to, I ſhould hope to bound it with that Seaſon, or to effect every material Purpoſe within the Rains.

" The Deſign of the propoſed Inſtructions to Major Camac has been miſunderſtood, and the intended Senſe of it inverted. It is not meant ' to give Major Camac a Latitude to carry the ' Company's Arms wherever he thinks proper,' but to order him to carry the Company's Arms to a preſcribed Scene of Action, unleſs he thinks it improper.

" The Objection made to the Expence is a material one, but a vigorous Exertion cannot be made without Expence, nor can the War be concluded honourably, or proſecuted ſucceſsfully, without ſuch an Exertion. Feeble Meaſures and Advances for Peace will but yield to the Strength and Preſumption of our Adverſaries, diſcourage our Friends, and perhaps induce them to become Parties againſt us.

" The Reſources of this Government exhauſted as they are, and withheld from it by its internal Imbecility, are yet equal to every probable Contingency of the preſent War, if it is conducted on a conſiſtent Plan, and that not varied by deſultory Votes of Council on every Meaſure required for its Proſecution.

" I muſt here take Notice that the Expence of Captain Popham's Detachment has been greatly over-rated. It is aſſerted that the Expence of a Detachment of only 2,000 Drafts under Captain Popham, has been ſwelled to more than 91,000 Rupees per Month, and in another Place this Sum is ſtated as a fixed Amount.

" The Truth is, that the Expence of this Detachment has exceeded its due Bounds, yet not in the Degree imputed to it, which would be indeed enormous. The Detachment beſides the 2,000 Drafts, (they are in Fact 2400) conſiſts of Artillery and Cavalry: The monthly Expence of the Whole was on a Medium about 82,000 Rupees; of this Sum the

Cavalry alone produce — 12,811; and the
Artillery — 8,300

Making together — 21,111 and this Sum deducted from the Total leaves 61,000 Rupees for the Drafts, including the Staff and Contingencies of Four Battalions into which they were formed, though the Number was equal only to Three.

" The Part which this Government has hitherto borne in the War is mine, and has been made excluſively mine; the other Members having repeatedly diſclaimed their Share in the Reſponſibility attending it. It is hard, that while they load me with the Weight of ſuch a Charge, they ſhould bind my Hands and deny me the Means of ſupporting it.

" If Mr. Francis (I am compelled to ſpeak thus plainly) thinks that he can better or more effectually conduct the War to the Termination we both profeſs to aim at, and that he can in Honour deprive me of the Right which I claim to dictate the Means of accompliſhing it, let him avowedly take the Lead; but if I am to be charged with the Conſequences of it, or if the Right which I claim be juſtly mine, let him allow me to poſſeſs and exerciſe it.

" It is impoſſible to combine the Principles of Enterprize and Inaction in the ſame general Meaſure, and as impoſſible for his Sentiments and mine to be brought into Agreement on the Subject of the Marratta War. I have in vain laboured to accommodate them by a ſtudied Attention to his Opinions in every Meaſure which I have ventured to propoſe in the Courſe of the laſt Fifteen Months, and have reſtrained myſelf from urging others, which, however proper and neceſſary for the Occaſion, excluſively conſidered, were inconſiſtent with the actual State and Temper of this Government.

" I now revert to my Propoſition, and requeſt the Board to re-conſider their Objections to the Inſtructions which I have propoſed to be given to Major Camac. I have not the Preſumption to expect that they will be influenced by any Reaſoning which I have uſed, having had too much

Experience of the Inſufficiency of official Argument to overcome a decided, much leſs a Confederate Oppoſition. But as the Expence which will attend the Meaſure which I have recommended is the only formal Objection made to it, I hope I may be allowed to remove it by offering to exonerate the Company from it, and to take it upon myſelf. That this Propoſition may not be miſunderſtood, and that I may not bind myſelf by Engagements which may exceed my Power to fulfil them, I will explain myſelf.

" The regular Pay and Batta of the Troops which are to form Major Camac's Detachment, conſtitute no Part of the Expence of it, ſince theſe would be the ſame in their Amount altho' the Battalions remained in their original Quarters; neither ought the Suſpenſion of the Subſidy to be charged to the Expedition, ſince it is probable, and I regard it as certain, that the Rana having no further Call for our Aid within his Country for the ſole Defence of it, will be glad to be relieved from the Expence attending it, and becauſe it is propoſed in the laſt of the Minutes of Meſſrs. Francis and Wheler to withdraw it.

" The Contingencies of the Detachment are therefore the only Expence that can be reaſonably charged to the Expedition; theſe I rate far below Two Lacks of Rupees; that Sum I offer to contribute to this Diſburſement. I have already depoſited it within a ſmall Amount in the Hands of the Sub Treaſurer, and I beg that the Board will permit it to be accepted for that Service. (*a*)

(Signed) " Warren Haſtings."

(Signed at the End of the Conſultation)
" Warren Haſtings,
P. Francis,
Edw^d. Wheler."

Read, the following Extract of a Conſultation of the 29th June 1780, beginning at Page 564 of the ſame Book.

" Fort William, 29th June 1780.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Philip Francis, and Edward Wheler, } Eſquires.
Lieutenant General Sir Eyre Coote, abſent on a Viſit to the different Stations of the Army.

" The Minute which follows, having been ſent to the Secretary on the 27th inſtant, it was immediately forwarded to the Governor General.

" Minute from Meſſrs. Francis and Wheler.

" After an attentive Conſideration of the Governor General's Minute delivered in to the Board yeſterday, we adhere to the Reaſons which have induced us to withhold our Conſent to the propoſed Expedition into Malva. To this, for the preſent, we ſhall only add the following ſhort Remarks, in Reply to ſome Aſſertions in the Governor General's Minute, which appear to us to be gratuitous.

" 1ſt. The actual Expence of Captain Popham's Detachment for the Months of November, December, and January laſt, is ſtated by the Commiſſary General at Current Rupees 2,73,996, (vide his Letter, recorded on the 1ſt of May); and we have no Reaſon to think that the Expence has decreaſed ſince the Detachment has been on Service.

" 2d. We know not to what Paſſage in either of our Minutes the Governor General alludes when he ſays, 'That it is propoſed in the laſt of the Minutes of Meſſrs. Francis and Wheler, to withdraw 'the Aid granted to the Rana of Gohud." Notwithſtanding our original Diſapprobation of the Treaty, and though none of the good Effects which were promiſed from it, appear to us to have been accompliſhed, we have not propoſed to depart from the Conditions by which this Government has been bound to the Rana. All we inſiſt on is, that the Subſidy ſhould be paid; the Governor General has not informed us whether any Part of it has been diſcharged.

" 3d. It is ſaid, that the Rainy Seaſon is no Impediment to our Troops, though a great one to the Marattas. The ſame Opinion was inſiſted on at the Time when Col. Leſlie marched, and when the Governor's Confidence in him was not inferior to that which he now repoſes in Major Camac, and which we do not mean to ſay is ill-founded; but Colonel Leſlie's Letters contain repeated Declarations of the Impoſſibility of marching amidſt the Torrents of Rain with which the Country was deluged. On this Point, our Conviction remains unaltered. They who have not ſeen the Rains of India, can have no Idea of their Violence, nor how entirely the Surface of the Country is changed by them. In a few Days, we mean to record our Sentiments more at large on the Remainder of the Governor's Minute, and on the general Situation of this Government.

(*a*) Vide Appendix, N° CCCLXVIII.

" We could have wiſhed, indeed, that the Governor's Plan had been more completely before us than it is, that we might have been able to compare the whole Object with the whole of the Means. Peace, he declares, is his ultimate Object; but he has not given us even a general Idea of the Terms on which he would make it. He has not intimated to us what would be the final Extent of his Demands on the Marattas, or what Conceſſions he would make to them. Before this Point is fixed, we have no ſolid Baſis, either for Action or Deliberation. The Firſt may be indefinite and unconnected, as it hitherto has been; the Second muſt be guided from Day to Day by Events. In this Uncertainty, we cannot preſume to decide, whether his Object be or be not attainable, but we promiſe to enter into the Conſideration of it with the utmoſt Candour, and with all the Attention which ſuch a Subject deſerves, when it is laid before us. (*a*)

" 27th June 1780. (Signed) " Philip Francis,
Edw^d. Wheler."

(Signed at the End of the Conſultation)
" Warren Haſtings,
Philip Francis,
Edw^d. Wheler."

Read, the following Extract of a Conſultation of the 13th July 1780, beginning at Page 571 of the ſame Book.

" Fort William, the 13th July 1780.

" At a Council; Preſent, Secret Dept. Monday.
" The Honourable Warren Haſtings, Governor General;
Edw.^d Wheler,
Mr. Francis indiſpoſed.
Lieut. General Sir Eyre Coote, abſent on a Viſit to the different Stations of the Army.

" The Secretary begs Leave to lay before the Board the following Minute from Meſſrs. Francis and Wheler, delivered to him on Thurſday the 4th inſtant, which he immediately circulated to the Governor General.

" Minute from Meſſrs. Francis and Wheler, 29th June 1780.

Meſſrs. Francis and Wheler.

" In our Minute of the 27th, we meant only to give an immediate Anſwer to the Propoſitions before us. We ſhall now enter more particularly into the Reaſonings and Aſſertions with which it was introduced. The Terms and Tendency of the Governor General's Minute make this Taſk, however painful it may be, eſſentially neceſſary for the Information of thoſe who are to judge of our Conduct, and of courſe to our own Reputation and Safety.

" The Governor General ſays, that ' except the Article of Expence he can ſcarcely collect the ' Objection made to the Meaſure,' and again that ' the Expence is the only formal Objection ' made to it.' Yet ſome Pains are taken to anſwer another, which attacks the Meaſure upon its own Principles, and which undoubtedly muſt have been felt by the Governor General, or he would not have attempted to remove it, by ſuppoſing a Fact ſo material to the Queſtion, as that our Principal Army is not in Cantonments and inactive, and that it muſt not continue ſo till the End of the Rains. The Truth is, that General Goddard's Army, or the major Part of it, is actually in Cantonments at Surat, and we hear that he himſelf is at Bombay. Laſt Year he did not take the Field until December, perhaps he might now move a Month ſooner, but we are ſatisfied as well by his own Letters as by every Information we have been able to obtain, that it is impoſſible for him to act before November. That the Rains would be no Impediment to our Infantry incumbered with Baggage, Tents, Stores, Ammunition and a Train of Artillery, but that it would be a great one to a Body of Maratta Cavalry, ſeems to us a moſt extraordinary Propoſition. Hitherto it has been contradicted by Experience, and we find no Arguments advanced to ſupport it. If one of the Objects of the Expedition be to divide the Maratta Strength, and to divert it from General Goddard's, it is eſſential to that Object, that General Goddard's Army ſhould be at the ſame Time in the Field, otherwiſe the Maratta Force is not divided; nor can there be a Diviſion on one Side, unleſs ſome Operations exiſt on the other, in Favour of which the Diverſion is to be made; but we ſay that General Goddard's Army is in Cantonments and muſt remain inactive till November, conſequently the undivided Force and Strength of the Marattas, if they think it neceſſary, may be turned entirely to Major Camac.

" The Second Object is ſaid to be ' to make Madajee Scindia, the principal Agent of the War, ' the principal Sufferer by it.' Hitherto we have been told that Nana Furneſe was the Chief moſt attached to the French Intereſt, and moſt hoſtile to ours, and that Scindia was diſpoſed to cultivate our Friendſhip; and it muſt be confeſſed he gave us a Proof of it, which ought not to be forgotten, when he ſuffered the Bombay Army to retire from Wargaum. Admitting nevertheleſs that

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(*a*) Vide Appendix, N° CCCLXIX.

that we ought now to conſider Scindia as our principal Opponent, it does not follow that this Expedition, in the Way it is planned, will be the Cauſe of much Diſtreſs to him, if any; in our Opinion, we are much more likely to ſuffer by it than he is. If every material Purpoſe of it is to be effected within the Rains, what can they be but a haſty Incurſion into his Country, to plunder it, and to leave it. If General Goddard were in Motion at the ſame Time, we ſee a Poſſibility, in Speculation at leaſt, that Scindia might be diſtracted between them, and prevented from turning his whole Force, or the principal Part of it, to the Defence of his Dominions. As this is not the Caſe, Major Camac muſt act, without the Support of a Diviſion on the other Side, againſt whatever Force Scindia may think fit to bring againſt him. They who are unacquainted with the Geography of India, can know nothing even of the Diſtance from our Frontier to Eugene, the Capital of Malva, much leſs of the Difficulties that are likely to attend ſuch a March. The Diſtance however is evidently ſo great, that, in Caſe of a Check, we ſee no Likelihood of ſecuring a Retreat; but if, whether with or without an immediate Repulſe, the Retreat of the Detachment ſhould be cut off, we know what the Conſequences muſt be: Another Body of Troops will be called for, and the Neceſſity of ſending them inſiſted on, to ſupport the firſt Meaſure, or to diſcharge us from the Effects of it. No Man can ſay to what Diſtreſs and Difficulties a Series of ſuch Steps may finally lead us. It may happen that, while we are ſtripping Bengal of the Force which ought to be reſerved for its Defence, while we are ſending our beſt Troops and our beſt Officers on theſe diſtant Expeditions, theſe Provinces may be invaded from different Quarters, and our Eſtabliſhment hazarded where it ought to be our principal Care to render it ſecure. In our Opinion, nothing eſſential to the Intereſts of the Company and of the Nation in India can be loſt as long as Bengal is ſafe; but if this Country ſhould once be in Danger, or if by the Loſs or Waſte of its Reſources, it ſhould no longer be able to ſupport itſelf, and to return a regular Tribute to Great Britain, no Conqueſt or Acquiſitions in any other Part of India will ever compenſate in the ſmalleſt Degree for the Diſtreſs to which Bengal may be reduced, and for the Conſequences that muſt attend it at home. The Suppoſition of ſuch a Caſe will not appear wild and unwarrantable to thoſe who have a perfect View of our Situation. We are much afraid that it is little known, and leſs underſtood, in England.

" The War with the Marattas, at more than two Years after its Commencement, and after every Rupee we had reſerved in our Treaſury, or have ſince been able to collect, has been ſpent in the Support of it, is at this Day as far from a Concluſion as ever. New Expeditions are propoſed to anſwer the ſame Effects which were promiſed from former Meaſures of the ſame Nature, and as it appears to us, with no better Proſpect of Succeſs; of ſuch Succeſs at leaſt as would be likely to make any further Efforts unneceſſary.

" The Governor General talks of Friends who may be diſcouraged, and who perhaps may be induced to become Parties againſt us. We wiſh that the Names of thoſe Friends had been mentioned. We do not know that this Government has a ſingle Friend or Ally in India, in the true Senſe of Friendſhip and Alliance, which ſuppoſes the Power of giving Aſſiſtance and a Diſpoſition to give it.

" The Condition to which we have reduced the Vizier's Country makes that Connection rather a Burthen than an Advantage to this State. We have now to defend the extended Frontier of a ruined Country which at preſent barely pays the Troops that defend it; and which, according to all Appearance, will not do even that much longer. As for the Vizier himſelf, he is a Cypher, and has no Choice.

" The Rana of Gohud, is too inconſiderable to be mentioned; and if he were more powerful than he is, it is plain enough that either his original Purpoſe is anſwered, or, that he has other Reaſons for being weary of the Preſence of our Army. Though the Board have not heard from Captain Popham, we conjecture, from what the Governor General has let fall, that the Rana intends to diſmiſs Captain Popham; and that he will not require Major Camac to come into his Country.

" On the other Hand, we ſee the principal Powers of India either armed, or ready to arm againſt us.

" The Marattas have united, as we foreſaw they would do, in the common Defence of their Country.—Hyder Ally, their natural Enemy, has concluded an Alliance with them; the Effects of which, though hitherto ſuſpended, are not averted. We know by many Proofs what his Diſpoſition is towards us; and we ought to conclude, ſince it is a Caſe againſt which we ought to be provided, that he means to act againſt us at the firſt favourable Moment; that is, when our Arms may have ſuffered another Check, or when our Strength and Reſources may be exhauſted by a Continuance of the preſent War.

" It is true, our Endeavours have hitherto ſucceeded in preventing the Nizam from taking an open Part with our Enemies: It depends on the Gentlemen at Madras, whether the Conceſſion we have made to him ſhall take Effect or not; if it ſhould, we have ſtill no poſitive Security that he will be contented with it, or that his other Claims upon the Company will not furniſh him with a Pretence for joining our Enemies whenever he ſees an Opportunity of doing it to Advantage. This Diſpoſition towards us, and the Confidence he repoſes in his own Strength, may be plainly collected from his Declarations to Mr. Holland.

“ The Rajah of Berar ſeems lately if not originally to have adopted that Sort of Policy which leaves it open to him to be guided by Events, and to purſue any Courſe he thinks proper. We have no Security that it will be favourable to this Government. He profeſſes to wiſh for an Accommodation between us and the Paiſhwa; he offers his Mediation, and, apparently to ſupport his Offer, he ſends a conſiderable Army to the Frontier of theſe Provinces. The Strength of his Army is unknown to the Board; various Reports ſtate it from 20 to 30,000 Horſe; againſt their future Operations we ought to be as carefully provided, as if we had no Dependence on their Friendſhip. We ought to treat them as Friends, and we ought to be prepared againſt them as Enemies.

“ In this Situation we can never admit that the Reſources of this Government, exhauſted as they are, and withheld from it by its internal Imbecility, are yet equal to every probable Contingency of the preſent War. On the contrary, we think that the preſent War, in whatever Manner it may be conducted, is liable to Contingencies to which all our Reſources, if they were yet unimpaired, would not be equal, and that in our preſent Circumſtances we have no Choice.

“ We deny that this War has hitherto been conducted on a conſiſtent Plan, or any Plan at all; of which we need not give a more deciſive and ſtriking Proof, than the Expedition under Colonel Goddard did not co-operate with that from Bombay againſt Poona; that the Authority formerly given to the Preſidency of Bombay over that Army, was withdrawn in favour of another Meaſure, of which they had no Information; and that General Goddard's final March to Surat was merely Matter of Accident, and abſolutely contrary to the Governor General's Wiſhes and Intentions. On the 4th March 1779 he declared, ‘ He wiſhed equally with Mr. Francis for the ‘ Return of the Detachment to Berar, and equally dreaded to hear of its proceeding to the other ‘ Coaſt.’

“ But if the Reverſe were true, and if the War had really beenc onducted on a conſiſtent Plan, we deny that it has been varied by deſultory Votes of Council on every Meaſure required for its Proſecution. We do not know or believe that there is a ſingle Inſtance of any Queſtion concerning the War, being carried againſt the Opinion of the Governor General, except that now immediately before us, and even this we preſume was not in Contemplation with the Governor a Month ago, when the Reſolution was taken of recalling and reducing Captain Popham's Detachment with common Conſent, and, as we thought, the Governor's entire Satiſfaction.

“ It is not denied, ‘ That feeble Meaſures and Advances for Peace may give Strength and ‘ Preſumption to our Adverſaries, and diſcourage our Friends, or that the Principles of Enterprize ‘ and Inaction are not to be combined in the ſame general Meaſure.’ But we do not admit that theſe general Propoſitions are applicable to our Situation. Our Opinion is, that we are in no Condition to continue the War on any Terms, which ſuppoſe the Continuance of the preſent Expence, or even with a conſiderable Diminution of it. Whether our Reſources be exhauſted, or whether they be withheld from us, it is equally true, that there is no Money in our Treaſury. We hope that in ſuch critical Circumſtances, it will not be propoſed to take the Depoſit out of the New Fort. We know not how near we are to the Extremity for which it was provided. But even ſuppoſing our immediate Wants were relieved by that little Supply, let us conſider where it would leave us. After diſcharging the inſtant Demands upon the Treaſury, our former Statements ſhew, what a very inconſiderable Portion of it would remain in our Hands, while the Credit and Advantage of poſſeſſing ſuch a Reſerve in Specie againſt an extraordinary Emergency would be loſt. In effect we ſhould publickly avow, that the Diſtreſs againſt which the Depoſit was reſerved had actually fallen upon us.

“ We never meant to propoſe feeble Meaſures, which neceſſarily defeat themſelves; nor yet do we approve of vigorous Meaſures in the Senſe in which Vigour has been hitherto underſtood, becauſe we are convinced that this Government is unable to ſupport them; and if they could be ſupported a ſhort Time longer, they would not bring us nearer to our Object.

“ Before the Commencement of the War, we foreſaw and foretold the principal Conſequences that would attend it; we now judge of it by its Effects, which we hope will be conſidered, though every other Sort of Argument ſhould continue to be diſregarded. We have ſeen the Event of Two Years Military Operations, and of a Succeſſion of Enterprizes, which, in Point of Effort and Expence, were as vigorous as any Thing we could now undertake.

“ The Expedition to Poona ended in a Diſgrace, which, but for the Generoſity or orbearance of the Marattas, might have left Bombay defenceleſs.

“ We know not the Expence of this Meaſure, but we believe the Company will find it enormous.

“ The March of the Army under Colonel Leſlie had had all the Appearance of an active and vigorous Reſolution, and had produced as much Succeſs as could reaſonably be expected. It has conquered an open Country, which at ſome future Day, and if ever the promiſed Collections from it ſhould be made, is to return Thirty Lacks a Year to the Company. Againſt this Acquiſition the permanent Expence of an Increaſe of Eſtabliſhment to regulate and defend it muſt be placed, and the Value of the Remainder compared with the Charge of the Expedition; the Company will then know at what Price they have acquired a new Territory on the Malabar Coaſt. At the End of February laſt, the Sums remitted to this Detachment alone amounted to almoſt Seventy-ſix Lacks of Current Rupees; and we are convinced that we are much within Bounds in computing that a Crore of Rupees will not clear it to the End of October.

"The March of a Detachment from the Coaſt, and another from Bombay, to ſtrengthen General Goddard, has yet produced no Effect that we know of, but to raiſe their Pay to a Level with that of the Bengal Troops, which, of itſelf, is no ſlight Inconvenience.

"The Detachment under Major Camac which was ordered about the Beginning of laſt Year to join Colonel Goddard, after coſting the Company Current Rupees 4,36,793, returned without Effect.

"Many Advantages were promiſed from the Treaty with the Rana of Gohud; particularly that of dividing the Strength and Attention of the Marattas:—If it has really produced that or any other Effect that deſerves the Name of Advantage, or that can be placed in Compariſon with the Expence of the Meaſure, we wiſh to ſee it ſtated.

"We are informed by the Commiſſary General, that the total Expence of Captain Popham's Detachment to the End of April laſt, amounted to C^t R^s 5,55,953; at this Rate the preſent Expence muſt amount to C^t R^s 7,41,271.

"With theſe diſcouraging Experiments in our View, we are called upon to embark in another Enterprize for the avowed Purpoſe of ſupporting that of General Goddard; yet the Governor's Expectation of Succeſs from this new Effort, cannot be greater than thoſe which he profeſſed to entertain of the former. Even after the Delay in Bundlecund, he always conſidered Colonel Leſlie's Detachment as capable of accompliſhing the Ends of its Formation, and profeſſed the ſtrongeſt Conviction, that, under a proper Conduct, the Effects would ſtill anſwer his moſt ſanguine Hopes.

"It is true that the Part which this Government has hitherto borne in the War, belongs to the Governor, and that we have no Share in the Reſponſibility attending it; but it is equally true, that in the future Meaſures of this Government we muſt take our Part. We cannot tranſfer the Reſponſibility, though we might relinquiſh the Powers incident to our Station. In many Caſes, we may find ourſelves compelled not to interrupt the Operation of Acts already reſolved on againſt our Opinion, eſpecially when the Government, or its Repreſentatives, are once engaged in the Execution of them. In ſuch Circumſtances we have no Choice. But a Defence of this Sort will not apply to new Meaſures or new Plans, which cannot be reſolved on without our Conſent. For theſe and their Conſequences, we muſt, of Neceſſity, be anſwerable jointly with the Governor, therefore cannot diveſt ourſelves of the Right of judging of both. If on the preſent Occaſion we are miſtaken in our Judgement, it will not add to the Load with which the Governor General may be charged: We rather think he derives a viſible Advantage from the Part we are forced to take in this Queſtion. There is no Difficulty in diſplaying the poſſible Benefits which might have reſulted from a Meaſure untried, while the Burthen of proving that ſuch Benefits were unattainable, together with the ideal Loſs of them, will be thrown upon the oppoſite Party.

"We have as little Faith as the Governor can have in the Sufficiency of official Argument, to overcome decided Opinions. What we have ſaid is meant to ſtand for our Vindication at Home. We heartily wiſh it might have more Weight than we fear it will have in this Place. We wiſh to co-operate heartily and ſincerely with the Governor General, in effecting a Peace on reaſonable Terms. Means of Negotiation are in his Power, which are not within ours. To accompliſh a Peace ourſelves againſt his Inclination, we know to be impoſſible. Till very lately, our Hopes nearly amounted to Conviction that we were all agreed on this Point, and that the Seaſon of the Rains in which Hoſtilities muſt ceaſe on both Sides, would have been employed in effecting a Pacification. On this Principle we conſented to the Propoſition for accepting the Mediation of Moodajee Booſla. We wiſh to know if any, and what Steps have been taken in conſequence. As this Meaſure has no Connection with the propoſed Expedition, we hope it will not be deſerted. Without making improper Advances to the Marattas, other Means might be taken to the ſame End; but we are perfectly ſenſible that none can ſucceed, in which the Governor General will not take an active Part. If after all a formal Peace is not to be obtained, we do not think it follows, that an offenſive War muſt neceſſarily be continued. A general Outline of the Plan we allude to has been ſuggeſted to the Governor General. We do not think it adviſeable to enter it in this Place, but we are ready to ſubmit our Thoughts to him on the Subject, whenever he thinks proper.

(Signed) "Philip Francis,
Edw^d Wheler."

"Mr. Francis.—I beg Leave to add a few Words to the preceding Minute, in Reply to the perſonal Appeal made to me by the Governor General. I perſuade myſelf he would not propoſe an Alternative to me which he thought I could not accept of with Honour; but as I underſtand it, there is no Point of Honour in the Queſtion. I think it belongs to the Governor to propoſe and recommend ſuch Meaſures as he thinks fit, to the Approbation of the Board; and circumſtanced as we now are, it muſt be ſome very eſſential Conſideration that can induce me to oppoſe him. I would neither attempt to take that Lead out of his Hands, nor yet engage implicitly to ſubmit to his Opinions. Every View to my own Eaſe and Happineſs would incline me to wiſh that the Conſtitution of the Government permitted him to dictate, or to reſolve and act without me. But I am veſted with a Publick Truſt, from the Duties of which I cannot be exempted while I hold the Station that creates it.

" I believe the Governor General yielded to my Opinion, in reſolving to recall and reduce Captain Popham's Detachment, but this was a Conceſſion to which he did not long adhere.

" That he ſhould have ' laboured to accommodate his Sentiments to mine, by a ſtudied Attention to my Opinions, in every Meaſure which he had ventured to propoſe in the Courſe of ' the laſt Fifteen Months,' is a Fact with which I declare moſt ſolemnly I was utterly unacquainted (*a*).

(Signed) " Philip Francis."

(Signed at the End of the Conſultation)
" Warren Haſtings,
P. Francis.
Edwd. Wheler."

Read, from Book 30, already delivered in, the following Extract of a Conſultation of the 24th Auguſt 1780, beginning at Page 34 of the ſame Book.

" Fort William, 24th Auguſt 1780.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
and Edward Wheler Eſquire.
Mr. Francis indiſpoſed.
Sir Eyre Coote, abſent on a Viſit to the different Stations of the Army.

" Read the following Letter from Brigadier General Goddard.

" Gentlemen,

General Goddard, 20th June.

" I had the Honour to addreſs you the 27th ult. acquainting you with the Enemies Forces having deſiſted from further Attempts to make any Impreſſion upon the Guzerat Province, and that from every Intelligence I could learn, it was Scindia's Intention to relinquiſh the Country altogether, and march either towards Eugein or the Decan. A few Days ſubſequent to the Date of that Letter, my Hircarrahs brought me Accounts of Scindia's having moved with his whole Army towards Ugein. Theſe Reports have been ſince confirmed, and it is now generally and confidently believed that he has laid aſide the Deſign it was ſuppoſed he had formed, of viſiting the Decan, and propoſes to paſs the Rainy Seaſon at Ugein. Holker has accompanied him, and will reſide at Indore, a principal City in the Neighbourhood of Eugein, and the chief Reſidence of his Family.

" In conſequence of the Departure of Scindia from the Neighbourhood of Guzerat, and the near Approach of the Rains, which did not admit of any Delay, I re-croſſed the Narbuddee, and directed my March to Surat, where I arrived with the greateſt Part of the Army the 8th inſtant. (*b*)

(Signed) " Thomas Goddard."

Read, from Book 35, already delivered in, the following Extract of a Conſultation of the 27th of April 1781, beginning at Page 1133 of the ſame Book.

" Fort William, the 27th April 1781.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
and
Edward Wheler Eſquire.
Lieutenant General Sir Eyre Coote K. B. abſent on Command at the Preſidency of Fort St George.

" The following Inſtructions were reſolved on the 25th inſtant, and ſent to Colonel Muir.

" To Colonel Grainger Muir.

" Sir,

" As you have been ordered by Col. Morgan to proceed from the Station at Futtygur with a Detachment of the Company's Troops, conſiſting of Two Regiments of Cavalry, Three of Sepoys, and a Company of Artillery, to the Aſſiſtance of Lieutenant Colonel Camac, on Application made by the latter for that Purpoſe; we have ſuppoſed, that before this Period, the Forces under your Command muſt have joined thoſe heretofore commanded by Lieutenant Colonel Camac, and under ſuch Suppoſition we directed you on the 2d inſtant to take the Command of that Detachment, at the ſame Time ordering Lieutenant Colonel Camac to deliver it up to you.

" As the collected Force of Infantry and Cavalry of the Two Detachments when joined muſt greatly exceed the Service remaining to employ them, and the Artillery certainly ſo beyond all Proportion,

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(*a*) Vide Appendix, No CCCLXX.

(*b*) Vide Appendix, No CCCLXXI.

portion, we direct that you diſmiſs ſuch Part of your Force in Infantry and Artillery as the actual or probable Exigency may not require you to retain, and order their return to the Douab. We direct alſo, that you diſmiſs the 2d Regiment of Cavalry, retaining the 3d.

"We direct, that you make it your Object to obtain Poſſeſſion of Ugein and its Dependencies, and for this Purpoſe we order you to proceed thither, demanding the Aſſiſtance of ſuch a Body of the Rana's Troops as you may think requiſite, and the Rana's Preſence with them.

"If the Rana ſhould refuſe or evade Compliance with the Requiſition made of him, you are to deliver to him in Writing, a Proteſt againſt his Conduct, declaring him Guilty of an Infraction of his Treaty with this Government, of which a Copy is encloſed.

"In the Courſe of your March you will take ſuch Advantage of the Enemy as Opportunities may offer to you, but for the Sake of ſuch Advantage you muſt not be diverted from the Object which we have preſcribed, but keep it invariably in Proſpect until you have accompliſhed it.

"Our Inſtructions to you are intended to be general, and rather to mark the Objects which we wiſh to attain by the Operations of the Troops under your Command, than to fix the Means of their Accompliſhment. Theſe Means we leave to your own Judgment and to the Exigency of Circumſtances, of which we cannot be aware or adviſed in ſufficient Time to inſtruct you particularly on them; and we have ſo great Reliance on your Activity and Experience that we cannot ſuffer ourſelves to heſitate in leaving this Power in your Hands, convinced that you will never adopt a Meaſure, without a full Conſideration of its probable Conſequences, nor abate from the Proſecution of it when once undertaken, unleſs compelled by urgent and evident Neceſſity.

"We think it neceſſary to recommend to you in the ſtrongeſt Manner to keep your Force entire, making no Detachments from it but ſuch as are abſolutely neceſſary and unavoidable; and in order to give Effect to this Inſtruction, and to remove the Neceſſity of your eſtabliſhing Garriſons for the Places which may either ſurrender to your Arms or require our Protection, we direct and empower you to aſſign them to the Charge or abſolute Poſſeſſion of ſuch of the neighbouring Zemindars as are beſt qualified to receive them, either by natural Right or by Situation, added to that of Service and approved Attachment; excepting only ſuch as lie contiguous to the Dominions of the Rana of Gohud, and appertain to him in virtue of the Treaty.

"With theſe Explanations we give you a full Diſcretion for Diſpoſal of all conquered Places and Territories in your Route, hoping that you will be able to make ſuch Stipulations with the Proprietors as may obtain either a preſent Aid in Money for the Relief of the Expence of the Expedition, or a future and permanent Income in the Way of Tribute.

"Fort William,
21ſt April 1781.

"We are,
Sir, &c.
(Signed only by)
E. Wheler."

Examined. A True Copy.
E. Hay,
Act^s Sec^y.

Then the Witneſs produced a Book, intituled, "Select Conſultations, 1ſt January to 30th December 1781," numbered 659.

The ſame was delivered in.

Read, the following Extract of a Conſultation of the 12th May 1781, beginning at Page 290 of the ſame Book.

"Extract of a Letter from Colonel Camac to Mr. Malet, dated near Holaries, 29th March 1781.

"In reſpect to my Operations, I had penetrated into Malva as far as the Town of Seronge, when being diſappointed in the Aſſiſtance I had Reaſon to expect from the Nabob of Bhopaul and the neighbouring Rajahs, being unable for Want of Cavalry to prevent the Deſolation of the Country, and Scindia's Army with a Train of Artillery, Field and Battering, arriving at the ſame Time, I found my Stock of Proviſions ſoon exhauſted, and having taken the Opinion of my principal Officers, determined on a Retreat. The Enemy had cannonaded us for Seven Days; thereby attempting to draw us from the Town, which was our only Reſource for Proviſions. It was on the 7th at Midnight that we moved off, and with ſo much Secrecy that the Enemy did not come up with us till near Day Break. They then attacked us from all Quarters, but were as often repulſed. They purſued their Attack on the Second Day, and on the Third I reached a Town called Mahaulpore, which I forced to ſupply me, and then marched out, and in vain attempted to bring on an Engagement. We halted there ſeveral Days to refreſh our People and relieve our wounded, of which we had a great number. The orderly Retreat, that was made before ſo able a General as Scindia and ſo numerous an Army, does the higheſt Credit to the Troops; they behaved like Heroes. On arriving at this Place, finding that the Enemy encamped within Three Coſs, and kept their Baggage Seven Coſs in the Rear, I determined to beat up their Quarters on the Night of the 24th. We accordingly ſucceeded to Admiration, ſurprized and routed their firſt Camp where Scindia was, purſued them to their Second, drove them Three Coſs further, and acroſs the Sind, where we overtook their Artillery, and by Nine o'Clock were Maſters of Ten Pieces of Cannon, all their Tumbrils, Two Elephants, and the greateſt Part of their Stores, and Ammunition and Baggage; we took the Guns yoked, otherwiſe we could not have brought them off. The Enemy are in the utmoſt Diſorder, and I truſt that this Succeſs will have the beſt Influence on our Concerns in every Part, but particularly on your Side of the Continent.

" I am, &c.

" (A true Copy.) (Signed) J. Camac."
C. M. Malet.

To prove that the Effect produced by the Malva Expedition, was ſuch as Mr. Haſtings had uniformly predicted, viz. to withdraw Madajee Scindia from the War in Guzzerat to the Defence of his own Country, to detach him from the Maratta Confederacy, and to accelerate the Concluſion of the Maratta War in India,

Read, the following Extract from the Appendix to the printed Evidence, beginning at Page 259 of the ſame.

" It is obſervable, notwithſtanding what has ſo often been ſaid reſpecting the Generoſity of Scindia, in the Affair of Worgaum, and his early Deſire to cultivate our Friendſhip, that our Government does not appear to have manifeſted any ſtrong Senſe of Obligations to that Chief, or Inclination to meet his Wiſhes, till the Time when he negociated the Treaty at preſent ſubſiſting between us and the Maratta State. Prior to this Period, he was perhaps of all his Countrymen the one who ſuffered moſt from our Arms, during the Courſe of the War; he it was who was chiefly harraſſed by the Operations of General Goddard's Army, and Colonel Camac's Detachment was eſpecially deſtined againſt his Country.

" Our preſent Connection with Scindia is one of the Fruits of this laſt Meaſure, which it was foreſeen would certainly diſengage him from the War in Guzzerat. It was alſo, or at leaſt might have been foreſeen, that it was no leſs calculated to bring about a Peace between us and the Marattas. The Operations of our Troops in Malva convinced Scindia that there was no Safety for him but in a ſpeedy Accommodation, and fortunately he poſſeſſed the Power, as well as the Inclination, to accompliſh an Object that could not be leſs deſirable or neceſſary to him than it was to us." (a)

The Counſel for the Defendant informed the Houſe, that the Managers for the Commons having ſtated that there was a regular, eſtabliſhed, known Fine, which was taken in all Caſes as a Peſhcuſh, and that the Sum taken from Kelleran and Cullian Sing could not be conſidered as ſuch, and having produced in Evidence only a Peſhcuſh paid on the Renewal of a Sunnud; they would next proceed to ſhew, that in the Caſe of Lands granted or leaſed de novo, the Peſhcuſh taken was not fixed or certain, but in Proportion to the Value of the Land.

Read, from Book 660, already delivered in, the following Extract of a Conſultation of the 16th February 1785, beginning at Page 230 of the ſame Book.

" Fort William, 16th February 1785.
" At a Council; Preſent,
The Honble. John Macpherſon Eſquire, Governor General, Preſident;
and
John Stables Eſquire.

A. " Durkhauſt of Rada Govind Gaſe for the Zemindary of Pergunnah Sultanabad, Pergunnah Tumlook Nine Anna, and Pergunnah Boggrie.

" Theſe three Pergunnahs are without Proprietors, their Revenues are collected Khas by Government. If your Honble. Board will grant me the Zemindary of them, I agree to pay Twenty-eight thouſand Rupees to Government, as a Nuzzerana, upon receiving the cuſtomary Sunnud. I will alſo yearly pay the public Revenue agreeable to the preſent Bundbuſt, under the Condition that, upon my paying the full Revenue of One Year, the Settlement will be renewed with me the enſuing Year on the ſame Terms, and ſo on from Year to Year. With regard to the Salt in ſaid Mahals, I ſhall obey whatever Orders or Regulations ſhall be iſſued by the Government.

		Jummah.	Nuzzeranah.
" Sultanabad	1191	8,301 4 0	9,000
" Tumlook 9-16	1191	53,822 3 10	15,000
" Boggrie	1191	13,409 15 0	4,000
" Total Jummah		75,533 6 10	28,000

(Signed)

(a) Vide ſupra Appendix, N° LXII.

B. " Durkhauſt of Bridgoo Kiſſore Gaſe for the Zemindary of Purgunnah Homnabad, Six Anna Five Gundars.—Purgunnah Tumlook Seven Annas, and Pergunnah Atteah Four Annas.

" The Pergunnah Homnabad Six Annas Five Gundars is a Khaſs Mahal without any Proprietor. Pergunnah Tumlook 7/16 has been taken Poſſeſſion of by One Annundnarain upon the Demiſe of the late Zemindar Suntore Preats, without any legal Right or Authority from Government. The Pergunnah Atteah 4/16 was the Zemindary of Shaw Nowaze, who died without Child, or Brother or Siſter; upon his Death one Alyar took Poſſeſſion of the Zemindary without any legal Title thereto, or being authorized by Government; and in this Manner continues to poſſeſs it. If your Honble. Board will grant me the Zemindary of theſe Pergunnahs, I agree to pay Twenty-ſeven thouſand Rupees Nuzzeranah, upon receiving the cuſtomary Sunnuds; I will alſo yearly pay the Public Revenues agreeable to the preſent Year's Bundbuſt, under the Condition that, upon my paying the full Revenue of One Year, the Settlement on the ſame Terms and Conditions will be renewed with me for the Year enſuing, and ſo on from Year to Year. With regard to the Salt in ſaid Mehals, I ſhall obey whatever Orders or Regulations ſhall be iſſued by the Government.

		Jumma.			Nuzzerana.
" Homnabad	1191	31,600	0	0	10,000
" Tumlook 71/6	1191	48,730	4	15	13,000
" Atteah 4/16	1191	12,198	0	0	4,000
		" 92,528	4	15	27,000

(Signed)

C. " Petition of Rada Gobind Gaze.

" Having purchaſed Pergunnah Salbarre, &c. Habillee Penjirah from the Zemindar, I pray that a Zemindary Sunnud may be granted me agreeable to the Petition of Rannee Sereſette; and that the ſaid Mehal may be ſeparated from the Zemindary and made Huzzovree.

(Signed)

C 1. " Petition of Rannee Sereſette, Mother of Radanut, Rajah of Habillee Penjirah.

" The Zemindary of Habillee Penjirah having ſuffered ſo much during the Farm of Rajah Deby Sing, that the preſent Year's Revenue could not be realized without ſelling Part of the Lands, my Son Radanunt, by my Advice and Concurrence, and by the Advice of and Concurrence of Jankiram Duan, ſold Purgunnah Salbarre, &c. and the Price was paid to Government as Revenue by Rada Govind Ghoſe my Siſter's Son; I therefore pray your Honble. Board will be pleaſed to order a Zemindary Sunnud, in the Name of Rada Gobind Ghoſe, for the above mentioned Mahl; and that, if the above named Ghoſe ſhall apply to have the ſaid Mahl ſeparated from the Zemindary his Requeſt may be granted.

C 2. " Whereas Pergunnah Salbarree, &c. in Sircar Tajepoor, in Chuckla Goragaut, a Khalſa Mehal is regiſtered in the Toomay Rent Roll at 53,755 2 7 3, and compoſes a Part of my Pergunnah Havalee Penjirah: And whereas the Mehals are annually ſuffering from the Deſertion of the Ryotts, to ſo great a Degree, as to render all my Efforts to keep the Lands in Cultivation ineffectual; and as in conſequence of this a great Deficiency has ariſen in this Revenue, I Maha Rajah Radanut, who am Zemindar of Havalee Penjirah, &c. of my own free Will and Accord, and without Compulſion or Reſtraint, have ſold all the Mehal and Sayr, the Haſiel and Putteet Lands, the Jungles and Bunger, the Julkers and Bunker, the Garden, Tanks, and Trees of every Kind belonging to or contained in the ſaid Mehals as particularized below, excluſive of the Deweter, Bermooter, Perun, Fuckeraun, &c. Bazee Zeemin, to Rada Govind Ghoſe, the Son of Bubram Ghoſe, and Grandſon of Nawnit Ghoſe, in Conſideration of the Sum of 53,755 Sicca of good and lawful Money, being at this Time the full Value of the above Mahals; moreover, I have received the above Sum in ready Money from the above mentioned Perſons, and paid it into the Government's Treaſury in Diſcharge of the Balance of my Zemindary.

" I therefore by this Deed agree, that the above mentioned Perſons do take Poſſeſſion of theſe Mehals, which ſhall be ſeparated from the Tahud of my Zemindary; and that after cauſing them to be regiſtered at the Sudder as their own Talhooks, they pay the full Revenues thereof to Government; they may diſpoſe of them to their Heirs from Generation to Generation, or alienate them by Deed of Sale, or in any other Manner they may think proper.

" From this Time neither I nor my Heirs have any Claims to, or Concern in theſe Mehals: In Confirmation of which I have executed this Bill of Sale, that it may be produced when Occaſion ſhall require.

					Jumma.
" Pergunnah Salbarree, in Sircar Tajepoore, in Chuckla Ghoragaut	1 Mahal				47,149 9 13 0
Perg^{h} Bunkut	1 Mahal	—	—	1,332 14 1 2	
Perg^{h} Booky	1 Ditto	—	—	532 11 15 0	
Perg^{h} Futtehpoor	1 Ditto	—	—	3,296 0 0 0	
P. Pooſargown	1 Ditto	—	—	1,443 15 7 3	
					6,605 8 4 3
					53,755 2 7 3

C 3. " I Maha Rajah Raanaut, who am Zemindar of Pergunnah Havely Penjirah, having ſold Pergunnah Salbarree, &c. in Sircar Tajepoor, belonging to Chuckla Goragaut a Khalſa Mehal, which is regiſtered at the Toomary Jumma of 53,755 2 7 3, of my own free Will and Accord, to Rada Gobind Ghoſe, the Son of Bulram Ghoſe and Grandſon of Nawnut Ghoſe, for the Sum of 53,755 Sicca of good and lawful Money. This is to certify that I have received the above Sum in ready Money, and have paid it into the Company's Treaſury in Diſcharge of the Balance of my Zemindary. In Confirmation of which I have given this Receipt, that it may be produced when Occaſion ſhall require.

C 4. " Tranſlation of a Bengal Receipt.

" Received of Radanaut Ghoſe the Purchaſer, in the Bank of Sobaram Paul, the Sum of Sicca Rupees Fifty-three thouſand ſeven hundred and fifty-five, being the Amount Sale of the Pergunnah Shaulbarry &c. Sircar Tadpoor, Dependant in the Chuckla of Ghoragaut, &c. Dated 25th Jeyt 1191.

Sa. R^{s}. 53,755. Seal.

(Signed) " Sree Maha Raja Radanaut Bahadre.

Which Sum * being paid into the Khalſa Treaſury. * Sic in Orig.

" The Governor General.

" Upon Principles ſimilar to thoſe which dictated the foregoing Minute, I earneſtly requeſt, that as a Proviſion for three of my oldeſt Domeſtics, whoſe long and faithful Services I have no other Means of rewarding, the Board will be pleaſed to comply with the Durkhauſt which I now deliver, marked D. It is a Petition for a Grant of Lands which are now vacant, and like thoſe above referred to, in the abſolute Gift of Government.

" By ſuch a Grant, the Company will obtain the immediate Payment of a Peſhcuſh or Fine of 20,000 Rupees, and an Annual Addition to their Revenue of 200 Rupees.

(Signed) " Warren Haſtings.

D. " Durkhauſt of Etbar Ally Khawn Mahomed Bully Mudien and Rhamlochund Ghoſe, for the Zemindary of Pergunnah of Azimabad, &c.

" If your Honourable Board will be pleaſed to grant us the above Zemindary, we agree to pay a Nuzzerana of 20,000 Rupees and the Public Revenue yearly, agreeable to the preſent Bundbuſt, being 2,10,721.

" We alſo pray that the Lands formerly allotted to the Tannah Muckroah, may be granted to us, and we agree to pay * yearly Revenue of 200 Rupees. * Sic in Orig.

(Signed)

" The Board are extremely ready to comply with the late Governor General's Requeſt in Favour of the Native Servants who have acted under him, but as they expect Inſtructions from the Company, under an Arrangement of the Legiſlature, relative to the Zemindary Rights of the Natives, and as the Board are not themſelves fully informed, whether the Lands pointed out in the Petitions are actually without any legal Proprietors, and are not ſure but that there may be collateral Proprietors Claims from different Natives relative to theſe Lands;

" Agreed, that the Whole be tranſmitted to the Committee of Revenue, with the following Letter.

" To Mr. William Cowper, &c. Members of the Committee of Revenue.

" Gentlemen,

" Encloſed we tranſmit you Copies of Two Minutes of the late Governor General and of the ſeveral Papers accompanying them.

" We are not fully informed whether the Lands pointed out in the ſeveral Petitions are actually without any legal Proprietors, and are not ſure, but that there may be collateral Proprietory Claims from different Natives relative to thoſe Lands; we have therefore tranſmitted the whole for your Inveſtigation of the Subject at large, and recommend it to you to make a General Report thereof to us. (*a*)

"We are, &c.

"Fort William,
16th Feb. 1785.

(Signed at the End of the Conſultation)
"John Macpherſon,
John Stables."

The Counſel for the Defendant informed the Houſe, that the Book being now at Hand, they would proceed to examine Mr. Hudſon, touching the Tranſmiſſion to the Court of Directors of the Letters in page 977 of the Printed Minutes.

Then the following Queſtion was put to the Witneſs:

Q. At what Period were the Letters from Mahomed Reza Cawn, and from the Begum Bobu, which appear in the Printed Minutes of the Evidence, P. 977, tranſmitted to the Company?

Then the Witneſs produced Book 199, intituled, "1770, 1771, Bengal Country Correſpondence received," and ſaid,

A. Theſe Letters are dated in the Year 1770, and not in the Year 1771; there is no Date of the Correſpondence of 1770 marked upon the Book, but that of the Year 1771, bound in the ſame Book, appears to have been received on the 16th of July 1772.

Q. Do you know whether the Mother of Moberick ul Dowlah was not living at this Hour, and receiving a Penſion from the Company?
A. At this Hour I cannot anſwer.

Q. When the laſt Accounts came in?
A. It appears already from the Evidence that ſhe has a Penſion.

Q. Do you not know that that Penſion has been in Fact paid many Years ſubſequent to the Appointment of Munny Begum in 1772?
A. It appears ſo from the Liſt of Penſions paid out of the Nabob's Stipend.

Croſs-examined by the Managers for the Commons.

Q. Whether the Court of Directors always of courſe upon every Diſpatch read the Country Correſpondence—Is it the uſual Practice?
A. I believe not.

Q. Are you not of Opinion that a great Number of Matters may lie in the Country Correſpondence without coming to Light and being read by the Court of Directors?
A. I do not know whether it was ſo formerly or not, but I know it would not be ſo now; I mean in a Matter of Importance.

Q. Speak to the beſt Extent of your Memory, whether or no ſome Years ago a Matter may not have lain in the Country Correſpondence a conſiderable Time, without coming to the Notice of the Court of Directors?
A. I cannot tell what it might do in the Year 1772, for I was not in the Service.

Q. In your own Memory?
A. I believe it might before the Appointment of the Board of Controul.

To ſhew the Nature of the Office held by Mr. Larkins in the Company's Service,

Read, from Book 58, already delivered in, the following Extract of a General Letter from the Court of Directors to the Governor General and Council at Bengal, dated 15th December 1775, beginning at Page 665, of the ſame Book.

"Our Governor General and Council at Fort William in Bengal.

"Par. 22. We obſerve by your Letter of the 24th February laſt, that you had appointed Mr. William Larkins to fill the Poſt of Sub-Accountant upon Mr. Livius's declining it; which Poſt, by our Letter of the 12th April following, we had directed to be occupied by Mr. Leonard Collings. Although we are ſenſible of the Abilities of Mr. Larkins for the Office of Sub-Accountant, yet as we cannot conſent to any Perſon being appointed thereto, but upon the Expreſs Terms on which Mr. Collings was appointed; and as we ſuppoſe Mr. Larkins will not chuſe to hold that Office upon thoſe Terms, it is therefore our Pleaſure, if he ſhould refuſe to continue in it, that you in ſuch Caſe appoint Mr. Collings your Sub-Accountant immediately upon Receipt

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(*a*) Vide Appendix, N° CCCLXXII.

hereof; but if Mr. Larkins ſhould think proper to remain therein, we then direct that Mr. Collings do ſucceed to the Office of Sub-Accountant upon the firſt Vacancy."

Read alſo, further Extract from the ſame Letter, beginning at Page 711 of the ſame Book.

" Par. 30. Should Mr. Larkins decline continuing in the Office of Deputy-Accountant, on the Terms and Regulations which we have adopted for that Office, and rather wiſh to preſerve his riſing in the Service, in that Caſe we recommend him to you for ſuch an Appointment as his Merit and Services deſerve.

(Signed at the End of the Letter)

" Cha^s Boddam,	John Harriſon,
Pet. Laſcelles,	John Roberts,
Tho^s Rumbold,	W^m James,
J. Stables,	G. Wombwell,
Edw^d Wheler,	Rob^t. Gregory,
J. Woodhouſe,	John Michie,
W. Devaynes,	Fred^k. Pigou."

Read, from Book 205, already delivered in, the following Extract of a General Letter from Bengal, dated 20th March 1776, to the Court of Directors, beginning at Page 61 of the ſame Book.

" Par. 91. We were on the Point of nominating the Sub-Accountant, Mr. William Larkins, to the Vacancy occaſioned by the Reſignation of Mr. Darell, when we received your Orders of the 12th April 1775, containing the Appointment of Mr. Collings to this Succeſſion immediately after Mr. Livius. This Gentleman having, as we before informed you, declined the Office of Sub-Accountant, Mr. Collings of Courſe came directly into Mr. Darell's Place, and has taken Charge accordingly. Mr. Larkins feeling a Diſappointment at being deprived of an Office, which from the Senſe we entertain of his Induſtry and Abilities, we had intended to grant him, has addreſſed us on the Subject; we beg Leave to point out his Letter for your Obſervation, and to repeat the Recommendation we gave of his Merits in our General Letter of the 16th May laſt.—— He expreſſes a Readineſs to continue to act with the ſame Aſſiduity, under the preſent Arrangement, that he hath hitherto ſhewn in the Accountant's Office.

(Signed at the End of the Letter)

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^d Barwell,
P. Francis."

Read, from Book 108, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 24th December 1776, beginning at Page 267 of the ſame Book.

" Our Governor General and Council at Fort William in Bengal.

Bengal per Egmont, Valentine.

" Par. 18. Your General Letter, lately received by the Talbot, informs us of your having, agreeably to our Orders of the 12th April 1775, appointed Mr. Leonard Collings to the Poſt of Accountant at your Preſidency, on its being vacated by Mr. Darell's Reſignation; and you alſo tell us, that Mr. Larkins feels a Diſappointment at being deprived of an Office, you, from his Induſtry and Abilities, intended to grant him. Now, as we conſider the Sentiments of Mr. Larkins upon this Occaſion, as expreſſed in his Letter, entered on your Conſultations 11th March, deſerving our favourable Notice, and as we think that the Poſt of Accountant ſhould be filled by a Perſon who has regularly been initiated in the Duty of that Office, by ſerving as Sub-Accountant, you are hereby directed, upon the Receipt hereof, to ſignify to Mr. Larkins, that he has the Option of being appointed Accountant, according to the Permiſſion granted him in our Letter of the 15th December laſt, (Par. 22 and 30), and upon the expreſs Terms upon which the Office of Accountant was originally inſtituted, that he ſhould continue fixt as younger ſenior Merchant, without riſing to a ſuperior Rank in our Service.

(Signed at the End of the Letter)

" London,
24th Dec^r 1776.

" Jn^o Stables,	Jn^o Roberts,
F. Pigou,	W^m James,
R^d Hall,	Dan^l Wier,
W. G. Freeman,	Rob^t Gregory,
Ja^s Moffatt,	Geo. Tatem,
R^d Barker,	Geo. Cuming,

Sam^l Peach,
Jn^o Harriſon."

Read, the following Extract of a Letter from the Governor General and Council to the Court of Directors, dated 5th May 1781, from the Minutes of Evidence, beginning at Page 1184 of the ſame.

" Par. 36. Deeming the Duty of preparing the monthly Audit of the Accounts of the Revenue Department, for the Member of the Council Auditor of the Week, by Mr. Croftes, our Accomptant General in this Department, incompatible with his Office as a Member of the Committee of Revenue, we have delegated this Truſt to Mr. Larkins, Accountant General to our General Department, ſo far as reſpects the Examination of the Treaſury Account of that Committee, with Directions to lay before us a monthly Report for the Audit of it. For the more particular Nature of this new Office, and the Motives which induced us to grant Mr. Larkins, as a Reward for the preſent and former Services which he has rendered the Company, the Compenſation minuted on our Proceedings, we beg Leave to refer you to them, as noted in the Margin, and doubt not of their meeting your Approbation."

Read, from Book 29, already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal, dated 14th February 1782, beginning at Paragraph 8 of the ſame Letter.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the Eaſt Indies.

" Par. 8. We have received a Letter from Mr. Larkins, our Accountant General, ſoliciting to be replaced in his former Rank on the Liſt of Company's Servants next below Mr. Thomas Calvert, and immediately above Mr. John Taylor, as the Gentlemen on the Liſt of that Seaſon, by riſing to the Rank of Senior Merchants, will ſupercede Mr. Larkins, who by your expreſs Appointment was fixed to remain the youngeſt Senior Merchant on this Eſtabliſhment.

" 9. This Appointment, when granted to Mr. Larkins, was intended to give him Precedence on the Liſt of Company's Servants; but as it can no longer be attended with that Effect, it would be an Injury and Degradation to him to continue it, as his Aſſiſtants in Time would riſe to a Rank above him. Mr. Larkins's Merits entitle him to every Indulgence which can be ſhown him, we therefore venture with Confidence to recommend his Letter, with our Minutes upon it, which make a Number in the Packet, to your Peruſal, and his Caſe to your favourable Conſideration.

" Warren Haſtings,
Edw. Wheler,
John Macpherſon."

Read, from Book 42, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 28th Auguſt 1782, beginning at Paragraph 33 of the ſame Letter.

" Our Governor General of Fort William in Bengal.

" Par. 33. We yield with Pleaſure to your Recommendation in Favour of Mr. Larkins, your Accountant General, as expreſſed in the 8th and 9th Paragraphs of your General Letter of the 14th February 1782, and hereby direct, that he do take Rank in our Service according to his original Standing, next below Mr. Thomas Calvert. Mr. Larkins's Merit certainly entitles him to this Mark of our Favour, and which he is to conſider as a Token of our Approbation of his Conduct; but we muſt at the ſame time direct, that, agreeably to the Terms of his own Letter, a Copy whereof we received by the Nancy, Mr. Larkins do on no Account quit his preſent Poſts, in which he is ſo eminently uſeful, without our Permiſſion.

" Geo. Cumming,
R^{d} Hall,
Step. Luſhington,
Jn^{o} Hunter,
Jos. Sparks,
Jac. Wilkinſon,
H^{y} Fletcher,
Nath^{l} Smith,
Jn^{o} Harriſon,
H^{y} Savage,
Geo. Tatem,
Jn^{o} Smith,
J. Roberts."

Read, from Book 113, already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal, to the Court of Directors, dated 15th March 1784, beginning at Paragraph 12 of the ſame Letter.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England, trading to the Eaſt Indies.

" Par. 12. The infirm State of Health under which Mr. Larkins, your Accountant General, ſtill labours, occaſioned by his unremitted Attention to the Duties of a moſt laborious Office, and the conſequent Neceſſity of ſecuring the Remittance of his Property to Europe, have induced us to comply with a Requeſt, made by that Gentleman, that the Amount due on Bonds, which he had taken for Sums received on Account of the Commiſſion granted to him in March 30, 1781, might be transferred to the Remittance Loan, advertized on the 30th October 1783, for which Bills are not to be granted till 1ſt February 1785.

" 13. You have been informed, by our repeated Teſtimonies, of the Services rendered the Company by Mr. Larkins, and we hope the Circumſtances mentioned in his Letter will make him appear to you highly deſerving of this Indulgence, and induce you to ſignify your Approval, by accepting the Bills which will be drawn on you in his Favour. We beg Leave to refer you to the Minutes, entered individually by the Members of our Board, on this Occaſion.

(Signed at the End of the Letter)
" E. Wheler,
Jnº. Stables."

Read, from Book 528, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 8th July 1785, beginning at Paragraph 42 of the ſame Letter.

" Our Governor General and Council at Fort William in Bengal.

" Par. 42. On the Whole, the Attention ſhewed by the Accountant General, in framing theſe Statements, merits our warmeſt Approbation, and we truſt he will continue the ſame Exertions in this as in every other Matter under his Department.

(Signed at the End of the Letter)
" E. Boehm,
John Townſon,
Steph. Luſhington,
John Motteux,
Lionel Darell,
Thoˢ Parry,
Jamˢ Moffat,
Wᵐ Mills,
Wᵐ Devaynes,
Natˡ Smith,
L. Sullivan,
John Manſhip,
John Roberts,
J. Michie,
Thoˢ Fitzhugh,
George Cuming,
Thoˢ Cheap."

Read, from Book 662, already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated the 21ſt of Auguſt 1786, beginning at Paragraph 20 of the ſame Letter.

" The Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies.

" Par. 20. In Teſtimony of the Succeſs of our Arrangements, for which we hold the Company much indebted to the Labour and Fidelity of your public Secretaries, and very particularly to the Induſtry and Exertions of your Accountant General; we have now the Pleaſure to inform you, that the correct and impartial Regulations of your Treaſury have greatly tended to revive your Credit in this Settlement.

(Signed at the End of the Letter)
" John Macpherſon,
Rᵈ Sloper,
Jnº Stables,
Chaˢ Stuart."

Read, from Book 521, already delivered in, the following Extract of a Letter from Lord Cornwallis to the Secret Committee of the Court of Directors, dated 16th November 1786, beginning at Paragraph 44 of the ſame Book.

" To the Honourable the Secret Committee of the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies, at their Houſe in Leadenhall Street London.

" Par. 44. This Plan was ſuggeſted by the Accountant General Mr. Larkins; and, from his Profeſſional Abilities, Zeal for the public Service, and acknowledged Integrity, merits the moſt deliberate and candid Diſcuſſion.

(Signed at the End of the Letter)
" Cornwallis."

Read, alſo, from the ſame Book, the following Extract of a Letter from Lord Cornwallis to the Court of Directors, dated 16th November 1786, beginning at Paragraph 22 of the ſame Letter.

" To the Honourable the Court of Directors of the Honourable United Company of Merchants of England trading to the Eaſt Indies.

" Par. 22. The Situation of the Accountant General is particularly intitled to your Conſideration; you will be fully ſenſible that to diſcharge properly the laborious Duties of that Office, peculiar Talents, in Addition to cloſe Application and ſtrict Integrity, are indiſpenſably neceſſary. I am much ſatisfied with Mr. Larkins the preſent Accountant General; from Anxiety to promote the public Good, he applies to his Duty without Murmur and with unremitting Zeal; but if by any Circumſtance we were to be deprived of his Services, I have no Hopes that I ſhould be able to prevail upon any Gentleman to accept the Office on the preſent Salary; who, from Character, Abilities, and Underſtanding in the Service, could be conſidered as properly qualified for it.

(Signed at the End of the Letter)
" Cornwallis."

Read, from Book 663, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 31ſt July 1787, beginning at Paragraph 73 of the ſame Letter.

" Our Governor General and Council at Fort William in Bengal.

Pub. Dept. " Par. 73. We have alſo reſolved, that the Accountant General's Salary ſhall be increaſed from S^t R^s 16,000, to S^t R^s 38,400 per Annum.

(Signed at the End of the Letter)
" T. Pattle, jun.
Tho^s Cheap,
Jn^o Townſend,
Ja^s Moffatt,
W. Elphinſtone,
W. Devaynes,
Jn^o Manſhip,
Jn^o Motteux,
N. Smith,
Jn^o Hunter,
Jn^o Roberts,
Hugh Inglis,
W. Benſley,
Jn^o Travers."

Read, from Book 523, already delivered in, the following Extract of a Public Letter from the Governor General and Council at Bengal, dated 6th March 1788, beginning at Paragraph 63 of the ſame Letter.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England, trading to the Eaſt Indies, at their Houſe in Leadenhall Street.

" Par. 63. The Accountant General having repreſented to us the Peculiarity of his Situation, while his Salary has been reſtricted to the Amount preſcribed by your Orders of the 11th April 1785, and having ſolicited that upon the Grounds ſtated in a Letter which he has addreſſed to us, he may receive the Difference between what has been drawn by the Accountant General to the Revenue Department and himſelf, during that Period; we have readily complied with his Requeſt, ſo far as to tranſmit a Copy of his Letter, a Number in the Packet; and we beg Leave to recommend his Caſe and Situation to your moſt favourable Conſideration.

(Signed at the End of the Letter)
" Cornwallis,
J. Shore."

Read, from Book 672, already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal, in the Secret and Separate Department, and dated 14th January 1789, beginning at Paragraph 173 of the ſame Letter.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England, trading to the Eaſt Indies.

" Par. 173. We muſt alſo beg Leave to avail ourſelves of the ſame Occaſion of recommending the Salary of your Accountant General to your Re-conſideration, as the Union of Three Offices in One muſt neceſſarily have encreaſed the Duties of his general Superintendance, though we are ſenſible, in the Caſe of Mr. Larkins, it cannot have added to the individual Share of Labour he has, at all Times, given to the Performance of his Duty. The Correſpondence which you appear to have ſtudied in the Salary laſt aſſigned to the Accountant General, with thoſe of your Secretaries, when the Duties of that Department were ſeparated, induce us to recommend, that a proportional Increaſe may take Place in the Conſolidation of the Offices, and that the Allowances may be made equal to thoſe now aſſigned to the Secretary of the Government.

(Signed at the End of the Letter)

" Cornwallis,
J. Shore."

Read, from Book 559, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 8th April 1789, beginning at Paragraph 76 of the ſame.

" Our Governor General and Council at Fort William in Bengal.

" Par. 76. (63). We have conſidered the Repreſentation of Mr. Larkins, your Accountant General, referred to in this Paragraph, requeſting to draw the Difference between the Salary allowed him by our Orders of 11th April 1785, and that drawn by the Accountant General to the Revenue Department from Receipt of the above Orders to the 19th February 1788; as we think his Situation is more laborious than the Accountant to the Revenue Department, and are ſatisfied with Mr. Larkins's Abilities and Diligence in diſcharging his official Duties, in order to ſhew our favourable Opinion thereof, we have agreed to comply with his Requeſt. Pub. Dept. 6th March 1788.

(Signed at the End of the Letter)

" W. Elphinſton, Nath. Smith,
Jn Travers, W. Devaynes,
Jn Hunter, S. Luſhington,
Thos Parry, Jn Woodhouſe,
Lionel Darell, Jas Moffatt,
W. Benſley, Geo. Tatem,
A. Robarts, T. Pattle,
J. Smith."

Read, from Book 666, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated 31ſt July 1790, beginning at Paragraph 41 of the ſame Letter.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the East Indies.

" Par. 41. The Regulations which we have made for conducting the Iſſue of Promiſſory Notes were recommended by your Accountant General, whoſe Zeal for the Preſervation of your Credit, and whoſe conſtant Attention to thoſe Engagements within the Limits of his Official Care, we have frequently had Occaſion to commend. A Copy of the Regulations will make a Number in the Packet. The Notes, of which One is alſo ſent, are at preſent prepared under the immediate Charge and Inſpection of our Secretary, from Plates that have been engraved for the Purpoſe; but to obtain a better Security againſt Frauds, we requeſt that your Honble. Court will either ſend out annually from England by different Ships, a certain Number of Blank Promiſſory Notes of the New Form, on Paper bearing the Company's Water Mark, ſufficient according to Mr. Larkins's Calculation for the Expenditure of Two Years, as well for the ſake of inſuring the Arrival of an ample Supply in Caſe of Accidents to your Ships, as to provide againſt any Want if the Iſſue ſhould exceed the Eſtimate; or that you will furniſh us with a ſufficient Quantity of Blank Paper of the proper Size, bearing the Company's Water Mark, and with it a few Copper Plates and Preſſes.

" 42. In the Event of your adopting the latter expedient, which, however we hope will yield to the other as in all Reſpects we think more adviſable, we would further recommend that you would appoint to Bengal one or two Perſons to whom the Duty of keeping the Plates in Repair and taking off the Impreſſions may be aſſigned, under Covenants to ſerve a certain Number of Years and with Security for their good Conduct, as it is a Matter of Doubt whether Engravers will always be found in this Country who can undertake to execute ſuch a Truſt.

(Signed at the End of the Letter)

" Cornwallis,
Chs Stuart,
Peter Speke."

Read, from Book 667, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 30th March 1791, beginning at Paragraph 19 of the ſame Letter.

Publick Dept. " Our Governor General and Council at Fort William in Bengal.

" Propoſed Reply to the 41ſt and 42d Paragraphs of the General Letter 31ſt July 1790.

" Par. 41, 42. Regulations eſtabliſhed on the Suggeſtion of the Accountant General for the future iſſuing of Promiſſory Notes, and Recommendation of Mr. Larkins's Attention to the Buſineſs, and deſiring ſome Paper and Copper Plates and Preſſes may be ſent from Europe, and One or Two Perſons to keep the Plates in Repair; or Copper-plate Printers for the Notes, according to a Form tranſmitted.	" Par. 19. We approve of the Regulations here noticed; and concur with you in Opinion of the Zeal and Attention ſhewn by Mr. Larkins in this Buſineſs.

(Signed at the End of the Letter)

" Hugh Inglis,
Thos Cheap,
Chas Mills,
Simon Fraſer,
Jacob Boſanquet,
Wm Money,
Abm Robarts,
W. Devaynes,
Paul Le Meſurier,
W. Ewer,
Lionel Darell,
Geo. Tatem,
Thos Fitzhugh,
Thos Parry."

Read, from Book 700, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated 12th Auguſt 1791, beginning at Paragraph 100 of the ſame Letter.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the Eaſt Indies.

" Par. 100. We have only, on further purſuing this Subject, to requeſt your Attention to a Conſ. 15 June. Letter from our Accountant General, recorded on the Proceedings noticed in the Margin, as exhibiting an addditional Proof of that Officer's minute Attention to the Duties of his laborious Station.

(Signed at the End of the Letter)

" Chas Stuart,
Peter Speke,
Wm Cowper."

The Counſel for the Defendant informed the Houſe they would next proceed to prove the Object and Application of the Three Lacks of Rupees ſent to the Berar Army under Chimnajee Booſla.

Read, from Book 112, already delivered in, the following Extract of a Conſultation of the 21ſt June 1779, beginning at Page 457 of the ſame Book.

" Fort William, the 21ſt June 1779.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General;
Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires.
Sir Eyre Coote indiſpoſed.

" Read the following Letter from Brigadier General Goddard.

" I have hazarded theſe few Remarks on the Suppoſition only of a Failure in your intended Negociations with the Rajah of Berar, whom I ſtill hope, notwithſtanding the doubtful Part his Fears of the Miniſters after their Victory at Julliagong may have led him apparently to take, an Attention to his own Intereſt, and the Dread of your juſt Reſentments, will fix him in the Meaſures he once, I am perſuaded, propoſed to adopt. I the leſs regret my Want of Power at this Time to be fully explicit regarding Moodajee's preſent Sentiments, becauſe they muſt long ere this be clearly diſcovered to you; and ſince the Return of his Vackeel, who went away inſtructed in every Point neceſſary to be communicated to his Maſter, I have received only One ſhort Letter from the Rajah, wherein he repeats his anxious Expectation of Diſpatches from your Government by which his Conduct will be directed. His Silence towards me may perhaps be accounted for from the Diſtance that now ſeparates us, and Motives of Fear leſt his Letter ſhould be intercepted, and fall into the Hands of the Miniſterial Party, through whoſe Country they muſt paſs. (a)

" Camp near Surat,
20th May 1779.

(Signed) " Thos Goddard.

(And at the End of the Conſultation)

" Warren Haſtings,
P. Francis,
Edwd Wheler."

(a) Vide Appendix, No CCCLXXIII.

Read, from Book 116, already delivered in, the following Extract of a Letter from Madajee Booſla to the Governor General, received 19th January 1780.

“ The Letters and numberleſs Meſſages which have paſſed between us in the Courſe of One Year, cannot be conſidered as ſimple Letters of Compliment and Friendſhip; but every Letter may be looked upon as a Record, ſince they have contained Remarks on the Acts of Government, and every Affair, both the moſt inconſiderable and of the greateſt Conſequence; the declining and adopting every Deſign, and the pointing out with Caution and Foreſight Conditions in every Affair which required Prudence and Circumſpection; together with your ſtrict Attention to Truth, which has never admitted of the ſmalleſt Deviation; and your impartial Juſtice, before which, from the reſolute Firmneſs of your Mind, the weighty Mountain, and the light Straw, are of equal Balance; and repeated Remarks of the Affairs of Bengal, which muſt all have certainly been underſtood by you. (*a*)

Read, from Book 48, already delivered in, the following Extract, being the Poſtſcript of a Letter from the Governor General, written to Modajee Booſla, 12th October 1780.

“ P. S. Regarding the Expences of the Cuttack Army, Beneram will write you the Particulars. It is neceſſary you ſhould ſend immediate Orders to Chumna Baboo to act in Conjunction with our Troops whenever and in any Manner we may find it expedient to call upon him. If this cannot be done, he muſt be ordered to withdraw his Troops to Naugpoor, as their Situation, ſo cloſe to our Borders, cannot but have an unfavourable Appearance in the Eyes of People who are not acquainted with the real Motives for their being ſtationed there, or with the Friendſhip which ſubſiſts between this and the Berar Government. In my next I will inform you of the Plan of Operations it is intended to purſue, and the Part it is expected you will take in it. (*b*)

Read, from Book 116, already delivered in, the following Extract of the Tranſlation of a Letter from Dewan Dewagur Pundit to Beneram Pundit, dated 14th December 1780, beginning at Page 483 of the ſame Book.

“ Tranſlation of a Letter from Dewan Dewagur Pundit to Beneram Pundit, dated 16 Telheeja, 14th December 1780, received 9th January 1781.

From the Nabob Nizam Ally Ally Khan.

“ I have received your ſucceſſive Letters, dated the 17th, 19th, 22d, 24th, and 29th of Ramſaun, and the 1ſt, 7th, 21ſt, and 22d Shaival, and the 22d of Zekaida. Firſt, Two Letters arrived to the following Purport: That the Nabob Amaud ul Dowlah had told you, that he was deſirous of concluding a Treaty of Peace and Alliance with the Chiefs of Poona, under the Guarantee of the Maha Rajah, but that he could not aſſent to the Conditions propoſed by us; that he had forbid my coming to Calcutta, and had told you, that you were at Liberty either to ſtay or go; that you had accordingly prepared for the Departure. After that, another Letter was received, in which you wrote, that the Nabob having held a Council, told you that he was reſolved to make a Peace, and having called you into the Council held a Conſultation with you on all Matters, and afterwards ſaid to you in private, that as the Maha Rajah had from his great Friendſhip written to him Letters, containing all his private Secrets, which were more ſacred to him than his own Life, it was therefore incumbent on him to exert himſelf to the Completion of Peace, and that he had accordingly prepared a Treaty with Pundit Purdhaun, under the Guarantee of the Maha Rajah, which he was diſpatching together with Karetahs from himſelf. Three Karetahs and Letters accordingly arrived, and were fully underſtood. We learnt from them, that Money had been ſent to Rajah Chimnajee Bahadre with many other Particulars.

“ And the Nabob Nizam ul Dowlah wrote to Pundit Purdhaun, and having with him ſettled a Plan, brought us into this Diſtreſs againſt our Inclination and Wiſhes. Had I not agreed to this, I ſhould have been blamed for the Misfortunes of the Ranjee, and I, who am a Well-wiſher and a faithful Servant of the Ranjee, ſhould have ſuffered every Reproach and Accuſation. As General Goddard had arrived at Haſhungabad, and Mr. Weatherſtone had come to Naigpore, and they had been ſupplied from this Quarter with Bullocks for their Artillery, and all other Duties of Friendſhip had been performed, this was made uſe of as an Argument for blaming and accuſing us; and Pundit Purdhaun openly affirmed to me, that we had a cloſe Alliance and Friendſhip with the Engliſh Gentlemen; and at the ſame Time, Monſieur Chevalier the French Chief having eſcaped from Calcutta, and come to Cuttack in Hopes of Protection, and Mr. Elliott, who was coming to this Quarter, having arrived at Cuttack, requeſted he might be delivered up; notwithſtanding, that in political Affairs it is very blameable to forſake a Perſon who has claimed Refuge with you, yet, in conſequence of our Friendſhip, we delivered him up; and, although all the Inhabitants of this Country were diſpleaſed and blamed me, yet, I conſidered ſolely my Friendſhip, and, by

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(*a*) Vide Appendix, Nº CCCLXXIV.

(*b*) Vide Appendix, Nº CCCLXXV.

this, I had become obnoxious and ſuſpected; having no Remedy, I found it abſolutely neceſſary for me to aſſent to the Plan; and, in conſequence of that, to raiſe 30,000 new Horſemen. It is now Fourteen Months that we have laboured under inexpreſſible Diſtreſs, and been loaded with an Expence of Crores of Rupees for the Pay of theſe Troops; but without endangering the Friendſhip and Alliance of the Engliſh Gentlemen, I was deſirous to negotiate a Reconciliation at any Rate between them and Pundit Purdhaun, in ſuch a Manner as to enſure the Perpetuity of the antient Alliance of this Quarter with both Sides. During theſe Fourteen Months, I have therefore continually informed you of all Matters and have chearfully ſubmitted to all Difficulties and Diſtreſſes, but when, the firſt Opportunity having been loſt, a Treaty is at laſt received, even in that, the Concerns of Ragonaut Row are expreſſed in a doubtful and ambiguous Manner; beſides which, in the Affairs of Gwalior, Futty Sing, Guicawar, and the Ranna of Gohud, there is great Room for Diſputes. The Particulars of all theſe Points are treated at large in the Perſian Letter, and are long and too tedious to be repeated here. There is a Diſtance of 900 Coſs between us, and a conſiderable Time in ſending Letters and receiving the Anſwers is loſt. From unlucky Events and Circumſtances, I have been compelled to ſend an Army under the Command of Rajah Chimnajee Behadre; but how long am I to labour under the Difficulties and Diſtreſſes for the Pay of the Soldiers which is immenſe? Though Two or Three Lacks of Rupees have been received, of what Aſſiſtance can that be, or how does that relieve us from the Weight of the Arrears? We have entered into Engagements with Pundit Purdhaun, and the Nabob Nizam ul Dowlah, but that has not tended to the diminiſhing our Difficulties, nor can they be removed till Pundit Purdhaun and the Engliſh Gentlemen are reconciled. The Maha Rajah has accordingly exerted and employed his utmoſt Abilities for this Purpoſe, and has written to you on the Subject; but the Event has not turned out as he wiſhed or hoped for; and now that the Treaty is arrived, even in that there is great Room for Alterations. We are without Reſource and Remedy, God knows and is Witneſs whether I am the Friend or the Enemy of the Engliſh; but the Earth is hard, and the Heavens are far removed. The Nabob Amaud ul Dowlah is prudent and foreſeeing, and all the Difficulties of every Meaſure are well known to him; at any Rate he will not blame me. I am without the ſmalleſt Reſource, and can ſee no Remedy. Had the Engliſh Army under General Goddard never arrived at Hoſhangabad, what was then done would not have given Umbrage to the Decan People, and we ſhould not have been compelled to ſend an Army to Cuttack, and to ſubmit to ſuch a Weight of Expence, but we ſhould have been free and at Liberty in all Points, nor would any Difficulty have come upon us. From a Period of Twenty Years our Friendſhip has been daily encreaſing, but from the Plan determined on by the Nabob Nizam ul Dowlah, which has occaſioned all theſe Diſtreſſes, I am fallen into great Embarraſſment. Had Peace been concluded between Pundit Paudhaun and the Engliſh, I was in Hopes that from the Friendſhip of the Nabob I might have requeſted ſome ſmall Aſſiſtance, on which Subject I accordingly wrote before, and the Nabob has kindly granted us Three Lacks of Rupees. I alſo hoped that Pundit Paudhaun would likewiſe have given ſome Share, and that the Nabob Nizam ul Dowlah would have contributed his Share, while we ourſelves would have repaid the Reſt out of the Country of Hyder Naig; but on the contrary this Proſpect has not been realized, and the Negotiations are extended to an unforeſeen Length. The Will of God is ſuperior to every Thing. As yet, what Advantage has accrued to this Quarter from the Name which the Maha Rajah has adopted, and from all the Pains and Exertions which I have taken during the laſt 14 Months, and from the many Letters I have written, in which I continually ſtile myſelf the firm Friend, the Friend, the Friend. Fourteen Months have now elapſed ſince we raiſed 30,000 Horſemen. If there were only paid 300 Rupees, what a large Sum it would make; but the Allowances eſtabliſhed in this Country are 4 or 500 Rupees for each Horſeman, and ſome have even more than that; beſides which, there are large Allowances to the Jemedars and other Officers. Conſider then well how great the Expence of the whole muſt be. Having fully underſtood this Matter you muſt explain it to the Nabob; for 14 Months we have ſupported ourſelves, and how much longer muſt we wait in Expectation." (*a*)

Read, a further Extract from the ſame Book and ſame Letter, beginning at Page 501 of the ſame.

"You write that the Governor, after expreſſing many Doubts and Objections about ſupplying the Expences of the Troops which arrived at Cuttack, and after you had ſatisfied him, ſaid, 'The Gentlemen of the Council will not agree; for my own Part I approve of it; for the preſent I will give thus much Money; but the Troops at this Place are going to Madras; let near 3,000 Horſe of the Troops which are at Cuttack accompany them, ſo that they may arrive in Safety at the Place of their Deſtination; but let nothing be ſaid of the Chout of Bengal, for this would draw great Diſcredit on me with the Council and the Engliſh; and where Advantages of Crores and Lacks are in Contemplation, it is improper to look to ſuch inconſiderable Objects; ſome Compenſation will be found for it.' (*b*)

(*a*) Vide Appendix, Nº CCCLXXVI.

(*b*) Vide Appendix, ibid.

Read, alſo, a further Extract from the ſame Book and ſame Letter, beginning at Page 505 of the ſame.

"As the Friendſhip of the Engliſh is, at all Events, the Firſt and moſt neceſſary Conſideration, I will therefore exert myſelf in eſtabliſhing Peace; for the Power of making Peace with all is the beſt Object: To this all other Meaſures are ſubſervient; and this will certainly be done by them (the Engliſh)." (a)

Read alſo, from the ſame Book, the following Letter from Rajah Ram Pundit to Beneram Pundit, beginning at Page 564 of the ſame.

"From Rajah Ram Pundit to Beneram Pundit, a Second Letter.

"Par. 22. Whatever I and Biſſumber Pundit together repreſented to the Rajah and Appe Saheb, will have been made known to you by the Pundit, who has been diſpatched from hence. Colonel Pearſe has had Permiſſion to march; and ſtrict Orders have been given to the Beuſſaries to furniſh him with Proviſions; and having ſent an Agent from us with him, he has been forwarded to the Southward from the Neighbourhood of Cuttack. Biſſumber Pundit, at the Time of his Departure, petitioned from the Preſence, that they would not leave Cuttack till he ſhould addreſs an Arzee to them after his Arrival at Calcutta. The Troops here complain greatly that they came in the Hopes of enriching themſelves in the Country of Bengal, and that to this Time they had neglected all thoſe Hopes of acquiring Money and Goods; that they had now, for the Sake of Friendſhip, given free Paſſage to Colonel Pearſe, and they muſt now either give them Intelligence where to get their Money, or elſe ſuffer them to ſhew their Courage and Activity. How long are theſe Diſcourſes to laſt? We are anxiouſly expecting Letters from your Quarter. We have performed the Duties of Friendſhip. To this Time you and I have, in all Caſes and Seaſons, exerted ourſelves in repreſenting all Matters, and pointing out the Opportunities. The Execution of every Thing depends upon the Nabob; he will do whatever is right.

Read, alſo, from Book 29, already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated the 27th April 1781, beginning at Page 381 of the ſame Book.

"To the Honble. Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the Eaſt Indies.

"Par. 19. You were informed, in our Letter of the 29th November, of the Reſolution which we had taken to detach over Land towards Madras a Company of European Artillery, and a Body of Six Battalions of Native Infantry, under the Command of Lieutenant Colonel Pearſe, to aid the Operations of our Troops on the Coaſt. This Detachment having been collected near Naraínghur, in Midnapore, marched from the Place of Rendezvous on the 21ſt Janry, and croſſed the Soubenzeka River on the 9th February.

"20th. Although the low State of the Country through which its Route lay, the long Continuance of the Rains, and the uncommon Difficulties which, after the Exertions made to furniſh our firſt Aids to Fort St. George, preſented themſelves in the Equipment of this Force, were ſufficient Impediments to an earlier Movement of it; we had beſides a political Motive for not urging it ſooner, in the Deſire of waiting for Replies from the Government of Berar, to the Diſpatches which we had ſent thither in September with our Offers of Peace to the Mahratta State, leſt, by a precipitate March of the Detachment into the Borders of Cuttack, before Time had been allowed to the Commanding Officer of the Bera Troops which lay there, and in its deſtined Paſſage we might expoſe them to mutual Hoſtilities, and defeat the Ends of our Negotiation with that Government; but when the expected Replies arrived, and contained a total Rejection of our Propoſals, founded, as we had every Reaſon to believe, on an Opinion that our Affairs were reduced to ſo deſperate a State, as might render it too hazardous for them to take a decided Part in our Favour, and afforded them no Hope of Succeſs in the Mediation which had been preſcribed to them; we then deemed it incumbent upon us equally on the Principle of maintaining the Credit of our Power, and on the ſubſtantial Grounds on which the Expedition had been originally planned, to order its inſtant Commencement. Orders to this Effect were accordingly and immediately iſſued; but that we might at the ſame Time provide for the unmoleſted March of the Detachment through the Province of Oriſſa, and mark that Attention which was due to the Relation in which we had till that Time ſtood with the Government of Berar, we choſe to depute a confidential Perſon to Raja Chimnajee Booſla, the Chief of the Berar Army, who ſhould notify to him the Order which we had given to Colonel Pearſe, to requeſt him, in our Name, to cauſe ſuch of his Troops as might yet be in the Road through which the Detachment was to paſs, to remove at ſuch a Diſtance from it as might prevent Individuals on either Side from engaging in mutual Broils; and, if the Rajah ſhould be diſpoſed to take a more decided Part in our Favour, to ſolicit the Aid of a Body of Cavalry, to accompany Colonel Pearſe, and to act under his Command. Mr. David Anderſon was appointed to this Service.

(a) Vide Appendix, Nº CCCLXXVI. (b) Vide Appendix, ibid.

" 21ſt. The Inſtructions which we gave to Colonel Pearſe were conſonant to thoſe given to Mr. Anderſon; and at the ſame Time that they cautioned him in the ſtrongeſt Manner to prevent, to the utmoſt of his Power, any Acts, or the Permiſſion of any Acts, on the Part of his Detachment or its Followers, which could lead to Hoſtilities with the Government of Cuttac or the Berar Army, they directed him in the Event of his Progreſs being obſtructed to make his Way againſt all Oppoſition. The Event has fully anſwered our Expectations as will be ſhewn in the Sequel.

" 22d. Mr. Anderſon miſſing Rajah Chimnajee Booſla, who was engaged in a remote Expedition, and the Communication being ſtopped, was ordered to return at the Solicitation of the Maratta Chief. He was a Second Time deputed to him, and ſoon after returned, bringing with him Rajah Ram Pundit, the Naib of Cuttack; with whom an Engagement was formerly concluded in the Name of his Maſter Raja Chimnajee, by which it was ſtipulated, that a Body of 2,000 effective Horſe ſhould be detached from the Army at Cuttac, and placed under the Command of Colonel Pearſe, their Pay to be iſſued by our Paymaſter, at the Rate of One Lack of Rupees per Month; and that a Party of the Company's Forces ſhould aſſiſt the Government of Berar, in aſſerting its Pretenſions to the Diſtrict of Gurra Mundela, a ſmall Territory lying on the Banks of the Nerbudda, and under the actual Poſſeſſion of the Peiſhwa. Major William Popham, a moſt deſerving Officer in your Service, whom we have before had the Pleaſure to diſtinguiſh to you for his ſpirited and gallant Conduct in the Capture of the Fort of Gwalior, as well as on other Occaſions of Military Duty, has been accordingly ordered on this Service with the Regiment of Native Infantry, and the other Troops which had been in Gwalior to garriſon that Fortreſs.

" 23d. It was at the ſame Time reſolved, that a Gratuity of 13 Lacks of Rupees, being the Remainder of the Sum of 16 Lacks of Rupees propoſed as a Contribution for the Relief of the Forces in the Province of Cuttac, in the Event of the Acquieſcence of the Government of Berar in the Propoſals which were tranſmitted in October laſt to them, ſhould be granted and delivered to Rajah Ram Pundit, in the Behalf of Chimnajee, for the Relief of the Army, repreſented to be in the greateſt Diſtreſs; and as an Acknowledgement for the paſt and ſeaſonable Inſtances afforded of the Friendſhip of that Government, it was alſo reſolved, that a Loan of Ten Lacks, requeſted for the ſame Purpoſe, ſhould be granted to Chimnajee, on the Part of the Government of Berar, on the Security of Rajah Ram Pundit for Payment.

" 24th. As the Detail of this Negotiation contains many Particulars which are improper to be entered in the Body of our Conſultations, we have therefore judged it expedient to form a detached Narrative of it, and to tranſmit it, in a ſeparate Copy, to the Secret Committee of your Honourable Court.

" 25th. We ſhall briefly obſerve, that we have laboured, and we think with a Succeſs now decided, to detach the moſt powerful Member of the Maratta State, and in its Relation to Bengal, the moſt capable of any in India to do it either Service or Hurt, from the general Confederacy which has been formed againſt us, and have converted it, oſtenſibly at leaſt, into a Party to our Cauſe. The Event will ſhortly prove the Truth of our Concluſions.

" 26th. During the Courſe of this Tranſaction, the Detachment under the Command of Colonel Pearſe proceeded by a quiet and unmoleſted Progreſs to Ganjain, where it arrived on the 17th ult. accompanied to the Borders of that Diſtrict by a Perſon of Rank, deputed by the Order of Raja Chimnajee, and abundantly ſupplied with Proviſions, and every other Aid and Accommodation it required. Some of the Plunderers of Chimnajee's Army made an Incurſion on our Frontier, which he ſeverely reſented, inſtantly cauſing the Offenders to be ſeized and puniſhed in a public and exemplary Manner. This is the only Inſtance in which our Provinces have ſuffered any real Injury from the ſuſpicious Situation of the Berar Army, during ſo long a Time in our Neighbourhood. It is now on its Return to Naypore.

(Signed at the End of the Letter)

" Fort William,
27th of April 1781.

" Warren Haſtings,
E. Wheler.

Then the Witneſs produced a Book numbered 566.

The ſame was delivered in and read as follows:

" To the Honble. the Committee of Secrecy of the Honble. Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the Eaſt Indies.

" Honble. Sirs,

" In our General Letter to the Honble. Court of Directors, bearing Date the 27th inſtant, we have acquainted them with our Intention of tranſmitting to you, in a ſeparate Addreſs, an Account or Narrative of our Proceedings with reſpect to the Berar Government, and the Army of the Berar Rajah, ſtationed for a long Time in the Province of Oriſſa, which contained Matter of too ſecret a Nature to appear on the Face of our Records, and we have now the Honor of communicating the ſame to you.

To render the Subject of the Narrative clear and intelligible, it will be neceſſary to revert to ſome Circumſtances which happened a few Months ago, and to unfold the Diſpoſitions and Views of ſome of the principal Powers of Hindoſtan.

In the Month of September 1780, Advices were received here from the Governor and Council of Madras, of the melancholy Fate of Colonel Baillie's Detachment, the Retreat of the Army under General Munro, and the deſperate State of our Affairs on the Coaſt of Coromandel. It was immediately reſolved, that the moſt vigorous Meaſures ſhould be taken to aſſiſt the Preſidency of Madras with Men and Money from Bengal. Accordingly Tranſports were fitted out with all Expedition, and General Sir Eyre Coote was ſent round by Sea with a Supply of 15 Laaks of Rupees, and a ſtrong Detachment of European Infantry and Artillery, the Flower of our Army; and it was agreed that a further Reinforcement of Five Thouſand Sepoys ſhould be aſſembled at Midnapore, and ſent afterwards by Land under the Command of Col. Pearſe.

At this important Period we were engaged in a War with the Marattah Government at Poonah, which had laſted for ſome Years. Much Expence had already been incurred; and notwithſtanding a conſtant Train of Succeſs which had attended all the Operations of our Army under the Command of General Goddard, we had ſtill no immediate Proſpect of terminating the War.

It was at this Time known that Moodajee Bhoſila the Rajah of the Maratta ſtate of Berar, and Nizam Ally Cawn the Soubah of the Decan, had united in a Plan of Confederacy againſt the Engliſh, with Hyder Ally the Nabob of Myſore, and the Miniſters of the Peſhwa's Government at Poonah. Moodajee was to invade Bengal, and the Nizam was to enter the Company's Circuit of Cicacole, whilſt Hyder was to paſs the Gauts and lay waſte the Carnatic. The Government of Poonah, preſſed in their own Territories, could only contribute to this Plan of offenſive War by Grants of Lands to its Allies.

The Rajah of Berar had nevertheleſs, on many Occaſions, given the moſt evincing Proofs of his pacific Diſpoſition towards the Engliſh, and had even given us early Intimation of this Confederacy; alleging that he had been compelled to enter into it from a Dread of the Reſentment of his Aſſociates; and aſſuring us, that whatever Appearances he might be conſtrained to aſſume, he would not involve the Berar Government in a decided Enmity with the Engliſh. In conformity to this Plan of Policy, Moodajee had ſent from 30 to 40,000 Horſe under the Command of his Second Son Chimnajee Baboo. They received their Diſmiſſion on the Day of the Duſſerah, or the 11th of Auguſt 1779. The Plan of Operations preſcribed to them by the Confederates was, to march into Behar, which they might have reached in two Months; but inſtead of following this Plan, they took a different Road, and by ſtudied Delays had only reached Cuttack in the Month of May following, being about the Time when the periodical Rains uſually ſet in that Province; which of courſe ſerved them as a Pretext for deferring the Proſecution of their profeſſed Deſign, and they were at this Time ſtill laying at Cuttack.

The Nizam had committed no open Hoſtilities againſt us, though there is every Reaſon to ſuppoſe (and he has even himſelf avowed it) that he was the Projector of the Confederacy, and had ſecretly ſupplied the other Powers with Money to carry on their Operations againſt us.

The Advices from Madras proved but too fully the Activity and Spirit with which Hyder had begun to perform his Part in this alarming Confederacy.

Such was the Poſture in which we ſtood, with reſpect to the Powers of this Country; our Advices regarding our European Enemies were uncertain. It was, however, firmly believed, that an Expedition would be attempted by the French in the Courſe of the Seaſon againſt ſome of the Company's Settlements in India, though it was impoſſible to foreſee whether it would fall on Bengal, Madras, or Bombay, though the latter was moſt probable.

Under theſe Circumſtances, it became expedient to contract as much as poſſible, the Sphere of our Military Operations, ſo that, without endangering the Safety of our own Poſſeſſions in Bengal, we might be able to act with more Force and Efficacy in our Endeavours to recover the Carnatic, and to revenge the Injury which the Engliſh had ſuſtained from Hyder Ally Caun. The Government at Poonah had long borne an inveterate and avowed Enmity againſt Hyder, and though temporary Policy had now united them in one Cauſe, yet his great and unexpected Succeſſes might naturally revive their former Jealouſy, and alarm the Miniſters of Poonah with Apprehenſions for the future Safety of their own Territories. The Opportunity therefore ſeemed favorable for propoſing to them Terms of Reconciliation from this Government; and as Moodajee Bhoſila had always profeſſed the ſtrongeſt Deſire of effecting a Pacification betwixt us and the Maratta States, it was thought neceſſary to engage him as a Mediator in the intended Negociation. With theſe Views a Treaty was drawn out by us, and ſent to Naugpore, and Moodajee was deſired to get it executed by the Peſhwah and his Miniſters, and to ſign it himſelf as the Guarantee, for the punctual Obſervance of it on both Sides. Vide Conſultation of 2d Oct. 1780.

Whilſt this Negociation was in ſuſpenſe, it was agreed to poſtpone the March of the Detachment deſtined by Land for Madras, becauſe its Route lay through the Territories of Moodajee Bhoſila, and it muſt neceſſarily paſs by that Part of his Army which was laying at Cuttack under the Command of Chimnajee; Circumſtances which, without having obtained the previous

Concurrence of Moodajee, might, in the unſettled State of our Connection with that Prince, not only expoſe the Detachment to Difficulties and Oppoſition in its March, but lead it into Operations very different from the Intention of its Equipment, and draw on us the decided Enmity of Moodajee, whoſe Power, when exerted againſt us, would prove an important Acquiſition to the Strength of Hyder and the Miniſters of Poonah. The great Exertions which had already been made by this Government, required alſo ſome Time before the neceſſary Arrangement could be made for fitting out a new Detachment which was to perform ſo long a March, and be employed in Service of ſo much Importance.

Vide Appendix, No. 1, 2, 3, & 4. On the 9th January 1781, Anſwers were, at length, received from the Rajah of Berar and his Miniſters, which contained, however, ſo many Objections to the propoſed Treaty, that little Room was left to hope for an immediate Accommodation with the Government of Poonah: And beſides the Points which came into Diſcuſſion from their immediate Connection with the Treaty, theſe Letters contained a Variety of Claims and Propoſitions aſſerted by Moodajee on his own Account, which, though they were not wholly new, were recapitulated in a Style that impreſſed us with Doubts regarding the Sincerity of Moodajee's former Profeſſions and Aſſurances.

The Seaſon for Action was now far advanced, Col. Pearce's Detachment was almoſt ready, and the State of our Affairs on the Coaſt would not admit of longer Delay. It was evident alſo from the Anſwers which had been received from Moodajee, that he conceived that our Affairs were reduced to a State more deſperate than they really were. To remove therefore this Impreſſion, as well as to afford the moſt ſpeedy Aſſiſtance to the Preſidency of Madras, it was reſolved that the Detachment ſhould immediately proceed and make its Way through the Province of Oriſſa againſt all Oppoſition. To reconcile Moodajee however to this Meaſure by every Mark of Attention in our Power, and to prevent if poſſible a Rupture from the Meeting of the two Armies, it was agreed to depute a Gentleman from this Government to Chimnajee Baboo at Cuttack. Mr. Anderſon was ſelected for this Service, and the following Inſtructions were given to him:

Secᵗ Depᵗ. "To Mr. David Anderſon.

"Sir,

"We hereby appoint you our Special Miniſter to Rajah Chimnajee Bhoſila, the Commander of the Army of the Government of Berar, now in the Province of Cuttack, and we direct you to proceed thither with all poſſible Expedition for the following Purpoſes.

"Firſt, You will produce to the Rajah your Credentials, and deliver to him and to the Dewan Bowanny Punt Appa the introductory Letters which you will receive from the Governor General.

"Secondly, You will notify to them in Form that Orders have been given to Lieutenant Colonel Pearſe, the Commander of the Army lately formed at Midnapore, to march into the Carnatic by the Way of Cuttack, its only practicable Route; apprizing them that this Information is given them in conſideration of the ancient Friendſhip which has ſubſiſted between our Forces in the Carnatic and the Government of Naugpore, and for the Prevention of any Cauſe which might eventually diſturb it. For this Reaſon we have inſtructed you to requeſt them in our Name to cauſe ſuch of their Troops as may yet be in the Road through which our Army muſt paſs, to remove at ſuch a Diſtance from it as may prevent the Individuals on either Side, and particularly the Followers of the Camps, whoſe Licentiouſneſs is the moſt difficult to be reſtrained, from engaging in mutual Broils, which might imperceptibly lead to ſerious and alarming Conſequences, affecting the Union of the two States; and to acquaint them, that the ſtricteſt Orders have from the ſame Motives been iſſued to the Commander of the Engliſh Army, who is a Man of Underſtanding and Prudence, to obſerve all the Duties of Friendſhip with the Rajah and his People, and to avoid whatever may tend to create a Miſunderſtanding with either: That the Force has been ſome Time ſince aſſembled and ready to march, but Letters having been before ſent to Naugpore containing the Subſtance of a Treaty propoſed for the Guarantee of Rajah Moodajee Bhoſila, and the Acceptance and Ratification of the Miniſters of the Peſhwa, with other Subjects, tending to draw the two Governments of Berar and Bengal into a cloſer and firmer Connection of Friendſhip and Intereſt, the March of the Army was therefore withheld till an Anſwer ſhould be received from Naugpore: That an Anſwer has been received, but not concluſive, many Points remaining for Adjuſtment, which may be the Work of Time: That we are aſſured of the inflexible Determination of the Rajah to maintain the ancient Friendſhip of the Bhoſila Family with this Government, and to unite with it in one common Cauſe, whenever the Terms and Objects of it can be ſettled to our mutual Satiſfaction; but that we cannot ſuffer the neceſſary Plans and Meaſures of Government to remain ſuſpended in the Expectation of this Concluſion, nor our Armies to loſe the Seaſon of Action, while thoſe of our Enemies are employing it againſt us; and that having acquitted ourſelves of the Obligation impoſed upon us by our Senſe of the Relation ſubſiſting between the two Governments, the Reſt remains with them, and they muſt be anſwerable for the Conſequences, if they do not conform to our Example. You will be careful to make them underſtand that the Orders to Colonel Pearſe are poſitive to proſecute his March, and make his Way againſt all Oppoſition.

"Thirdly, If you find the Rajah and his Dewan diſpoſed to take a more decided Part in our Favor, of which indeed we have no Expectation, we deſire that you will ſolicit the Aid of 2000 effective and choſen Horſe, or any leſs Number which they may be willing to contribute, to accompany Colonel Pearſe, and to act under his Command, and receive their Pay from the Company through their Paymaſter; the Mode and Rate of which we empower you to ſettle by written Stipulation.

" Fourthly, We expect that this Application will draw from them other Demands; but theſe we direct you to tranſmit to us, and wait our Anſwers to them, not judging it either neceſſary or expedient to give you more poſitive Orders upon other Points.

" It is our Order that you correſpond with Lieutenant Colonel Pearſe, tranſmitting to him ſpeedy and regular Information of all Matters proper for his Knowledge.

" Fort William,
the 14th January 1781.
We are, &c."

Mr. Anderſon having received theſe Inſtructions, proceeded on his Journey towards Cuttack: On his Arrival at Ballaſore, he found that Chimnajee had marched with his Army againſt the Fort of Dhekanall, which is ſituated among the Hills; and that it would be impoſſible at that Time to penetrate through the Paſſes which were in the Poſſeſſion of the Mountaineers. Mr. Anderſon communicated this Difficulty to the Governor General in the following Letters:

" To the Honble. Warren Haſtings, Eſquire.

" Honble. Sir,

" I arrived here this Morning. The Maratta Army is, I find, engaged in the Siege of Dheckanal, which lays amongſt the Hills a conſiderable Diſtance to the Weſtward of the Cuttack Road. The Communication is, I am told, almoſt entirely ſtopped, as there is a thick Jungle of near 17 Coſs in Length betwixt the Road and Dheckanale, which is ſo much infeſted by the People of the rebellious Rajahs, that ſome Days ago a conſiderable Body of Horſe, which attempted to penetrate to the Army with ſome Supplies from Cuttack, were obliged to return.

" I foreſee therefore a great Difficulty in reaching Chimnajee's Camp in Time to carry on any Negociation before the Arrival of Colonel Pearſe's Detachment; and what will, I fear, conſiderably augment it, is the Abſence of the Phouſdar of this Place, for whom I brought a Letter from Beny Ram Pundit. I have delivered the Letter to his Naib; but having no previous Notice, he ſeems undermined * how to act until he ſhall receive Directions from the Subahdar at Cuttack. This would require a Delay of four or five Days; but you may be aſſured I ſhall endeavour to find Means of proceeding ſooner.

" Whilſt I regret extreamly this Delay, it is with ſome Pleaſure that I remark that the ſame Circumſtance which is the Cauſe of it, renders the Object of my Deputation leſs important than it would have been had the Army of the Marattas been unemployed, and on the high Road to Cuttack.

" If I can get the Naib Phouſdar's Permiſſion, and a few of his Servants for my Protection, (which I find from Experience is abſolutely neceſſary,) I ſhall ſet out To-morrow for Cuttack, and there wait until I can hear from Chimnajee, or until I can get an Eſcort to conduct me through the Hills.

" Ballaſore,
22d January 1781.
I have the Honor to be, with much Reſpect,
Honble. Sir,
Your, &c."

" Honble. Sir,

" I had the Honor to write you Yeſterday. I have now determined to ſet out for Cuttack To-morrow Morning at all Events. The Naib Phouſdar has promiſed to ſend two or three of his Sepoys along with me, which will, I hope, prevent any Delay from my being ſtopped by the Chowkedars on the Road. Biſſumber Pundit is, I find, with Rajah Ram Pundit at Cuttack. I ſhall conſult with him about my future Operations; and if the Road to Chimnajee's Camp is impracticable, I ſhall wait at Cuttack until I ſhall receive your Orders, or until I can find Means to convey a Letter and receive an Anſwer from Chimnajee. I do not underſtand that there are many Troops in this Part of the Country; they are moſtly gone with Chimnajee into the Dheckanale country. The few that are left, are, I believe, under the Command of Rajah Ram Pundit, who is a Man of high Rank, and much reſpected amongſt the Marattas. I think it is probable, that the chief Object of my Deputation may be anſwered by an Interview with him; I mean the Declaration which you have enjoined me to make with reſpect to the March of Colonel Pearſe. But if you ſhould think it at all Events neceſſary that I ſhould find Means of waiting on Chimnajee to purſue the remaining Objects of my Commiſſion, viz. to perſuade him to take an active Part and join us, or to enter into ſome Engagement to remain paſſive, it will be neceſſary to ſend me more particular Inſtructions, becauſe theſe Propoſitions will, as you have obſerved, lead to Demand on his Part that I ſhall be unable to anſwer, until I can write to the Board and receive their Orders, which (hemmed in as Chimnajee is at preſent by the rebellious Rajahs) would be very difficult, and if effected, would be attended with ſo much Delay, as to render my Negociations with the Marattas, either regarding a Junction or remaining paſſive, of no Uſe with reſpect to Colonel Pearſe's Detachment. I beg Leave to ſubmit theſe Circumſtances to your Conſideration, and

* Sic in Orig.

and to requeſt your Orders, which, as far as I can judge at preſent, may reach me before it will be in my Power to leave Cuttack.

"I have the Honor to be with the utmoſt Reſpect,

"Balaſore, Honble. Sir,
23d January 1781. Your faithful, &c."

The Governor General laid theſe Letters before the Board, and as there appeared ſo little Probability of Mr. Anderſon's being able to effect an Interview with Chimnajee, and that Gentleman's Preſence was wanted at the Preſidency for the Duties of a very important Station to which we had lately appointed him, we agreed to direct him to return to the Preſidency, and to leave the Subject of his Commiſſion with Rajah Ram Pundit the Naib of Cuttack. The following Letter was accordingly written to him by the Secretary:

"Mr. David Anderſon,

"Sir,

"I am directed to convey to you the Orders of the Honble. Governor General and Council, that you immediately return to the Preſidency, delivering the Subject of your Commiſſion to Rajah Ram Pundit the Naib of Cuttack, to be by him communicated to Chimnajee Baboo.

"Fort William, I am, Sir,
Council Chamber, Your moſt obedient humble Servant,
the 29th January 1781. (Signed) Edward Hay,
Acting Secretary."

Mr. Anderſon, in the mean time, proceeded on to Cuttack, and during his Stay there wrote the following Letters to the Board:

"To the Honble. Warren Haſtings, Eſq. Governor General, &c. Council, Fort William.

"Honble. Sir and Sirs,

"On my Arrival here three Days ago, I was informed that the Rajah Chimnajee was encamped with his whole Army amongſt the Hills, about twenty-four Coſs from this Place; that the Mountainers were, in general, up in Arms againſt the Maratta Government; that they had for ſome Time entirely cut off the Communication betwixt this Place and the Rajah's Camp; but that it was then again, in ſome Meaſure, opened by the Reduction of the Rajah of Dheckanale, who had been one of the principal and moſt active Leaders in the Rebellion. I immediately diſpatched Letters to Rajah Chimnagee and his Dewan Bhowanny Pundit, informing them of my Deputation from you, and of my Arrival here, and requeſting to know if it would be agreeable to them that I ſhould wait upon them in Camp. It is with Concern I am obliged to acquaint you, that the Hircarrahs who carried the Letters, have now returned and informed me, that it is utterly impoſſible to paſs through the Hills, even conſiderable Bodies of Horſe, who have attempted to join the main Army, being obliged to return. This Information is confirmed by the Voice of all thoſe with whom I have had an Opportunity of converſing.

"As there has been no Intercourſe whatever betwixt this Place and the Camp for ſome Days, it is impoſſible to ſay where the Army is at preſent. All the Inhabitants here concluded, from a Variety of Circumſtances, that it is in motion. But different Opinions and Reports prevail regarding its Deſtination; ſome alledge, that it was Chimnagee's Intention to march againſt the Rajah of Sumbelpore, who had refuſed to ſubmit to the heavy Exactions impoſed by the Maratta Government; whilſt others conjecture, that he is now actually on his March towards the Weſtern Paſſes of Bengal. Though this is merely Conjecture, yet the well-known Diſtreſſes and Importunities of Chimnajee's Army, and Impoſſibility of finding any further Reſources in this exhauſted Country, give it an Appearance of Probability that will not allow me wholly to reject it.

"I think it neceſſary to inform you, that there are few or no Troops at preſent in this Part of the Country.

"I am this Evening to have a Conference with Manoojee the Dewan of Rajah Chimnajee's Duftur, and Hurdy Ram the Dewan of Cuttack, which will probably determine me regarding the Meaſures which are now left for me to purſue.

"Cuttack, I am, &c."
31ſt January 1781.

"Honble. Sir and Sirs,

"I had Yeſterday Evening the Honor to receive your Secretary's Letter of the 29th Ultimo.

"Raja Ram Pudit being at preſent with Chimnagee Baboo, and it appearing the Intention of your Order that I ſhould communicate the Subject of my Commiſſion to the Perſons who, for the Time being, might be conſidered as the Repreſentatives of the Maratta Government at Cuttack, I this Morning waited on Manoojee Pundit and Hurdy Ram, the former of whom, as Phurnoveeſſe, poſſeſſes great Weight in the Councils of the Berar State; and the latter, as Dewan of Cuttack, holds the Executive Authority of this Soubah in the Abſence of Rajah Ram Pundit.

I had, at a former Interview, opened to them the Intention of my Deputation, and this Morning entered on the Subject more fully, explaining it to them nearly in the Words of my Inſtructions. During the Courſe of our Converſation, Manoojee and Hurdy Ram at firſt expreſſed ſome Apprehenſions from the Reſentment which the Peſhwa and his Miniſters would entertain at their Maſter's ſuffering Colonel Pearſe's Detachment to paſs. They enlarged much on the ſteady Attachment ſhewn by Moodajee to the Engliſh, even whilſt all the other Nations were at Enmity with us; and obſerved, that he had ſent his Son to command the Troops, who, notwithſtanding the preſſing Inſtances of the Peſhwa and his Miniſters, had thus long avoided an Invaſion of our Territories, and had even now, under Pretence of reducing ſome petty Rajahs, removed his Army to a conſiderable Diſtance, on Purpoſe that our Troops might the more eaſily paſs. This was a Proof of Friendſhip which had not occurred to them at our firſt Interview. I was, however, * to find it adduced, and readily admitted it. I purſued the favourable Diſpoſition which it diſcovered, and I have the Pleaſure to inform you, that Manooje and Hurdy Ram promiſed that Orders ſhould be ſent to all the Tanadars and Officers on the Road, not only to avoid doing any Thing which might be productive of Diſputes, but to aſſiſt as far as poſſible in ſupplying the Detachment with Proviſions in their Route. The Performance of this Promiſe muſt, however, I am ſenſible, depend on the Intentions of the Maratta Government, and the Orders which may be received from Chimnagee. At the Requeſt of Manoojee and Hurdy Ram, I delivered to them the Letters of Introduction which I received from the Governor General for Chimnagee, and ſome Diſpatches which I had brought from Beny Ram Pundit to his Brother, and they promiſed that they would immediately forward them to Camp under a ſtrong Eſcort, together with a Letter from themſelves to Rajah Chimnajee, informing him of the Subject of my Commiſſion.

* Sic in Orig.

" I learned from Manoojee and Hurdy Ram, that Chimnagee, with almoſt the Whole of his Army, was at a Place called Khond, on the Boundaries of the Cunjer Country, about thirty-five Coſs from hence. It lays, I am informed, nearly N. W. from Cuttack; and no Inference can be drawn regarding Chimnagee's Intentions from the ſuppoſed Situation of the Army, as it is ſaid to be almoſt equally convenient for marching to any of the Places for which Report variouſly deſtines it – to Sumbelpore, to Great Naugpore, on to the Weſtern Frontiers of Bengal.

" In obedience to your Orders of the 29th Ultimo, I ſhall ſet out To-morrow on my Return to Bengal.

" 5th February 1781. I am, &c."

Mr. Anderſon afterwards left Cuttack, and ſet out on his Return to the Reſidency. On his Arrival at Ballaſore, he overtook Biſſumber Pundit, a Vakeel whom Chimnajee Baboo had ſent through the Hills, under a ſtrong Eſcort, with Diſpatches to the Governor General. Mr. Anderſon agreed to travel in Company with Biſſumber Pundit to Calcutta; but, before he left Balaſore, he heard that Chimnajee, with all his Army, was come down into the open Country, which was confirmed by a Letter which he received from Chimnajee's Miniſter, Bowanny Pundit, expreſſing a great Deſire to ſee him, and requeſting him to return from Balaſore to Chimnajee's Camp, which was then in the Neighbourhood of Jaagepore. But as the Order of the Board of the 29th January was poſitive, and Mr. Anderſon knew not on what Grounds it was iſſued, he thought he could not take upon himſelf to deviate from it; he excuſed himſelf therefore to Bowanny Pundit in the beſt Manner he could; and having written all the Circumſtances to the Governor General, he proceeded by ſlow Journies towards Calcutta, expecting to receive on the Road further Orders for his Conduct. The Governor General accordingly did write to him three Letters, directing him to comply with Bowanny Pundit's Deſire; but as they were ſent by one Road, and Mr. Anderſon proceeded by another, they did not reach him till after his Arrival at Calcutta.

In the meantime Colonel Pearſe's Detachment entered the Maratta Territories; and Chimnagee Baboo, whoſe Army was now within a few Miles of the Road, not only ſuffered him to paſs without Oppoſition, but directed one of his principal Officers to attend the Colonel, and ſupply the Detachment with whatever they might want. The Colonel's Letters afforded daily Teſtimonies of the Care with which the Officer executed his Inſtructions; and the Detachment, during the Whole of the March through Oriſſa, had the moſt plentiful Supplies of Grain and every Kind of Proviſions.

Repeated Diſpatches were about this Time received from Chimnagee and his Miniſters, (vide Appendix, N° 5, 6, 7. 80.) profeſſing their friendly Diſpoſition towards the Engliſh, and declaring their Reſolution to afford Colonel Pearſe every Aſſiſtance during his March through Oriſſa, but all of them complaining at the ſame Time of the Hardſhips which their Friendſhip for the Engliſh had brought upon them, *and the Engliſh had brought upon them* †, and the Difficulty which they found in pacifying their Troops, who complained of their Want of Pay, and loudly called out to be led to plunder. A Letter was likewiſe about this Time received from Bowanny Pundit, the Moonſhee of Rajah Moodajee Bhoſila, addreſſed to Beny Ram Pundit, the Berar Vakeel at Calcutta, which throws ſome Light on the Views and Policy of the Court of Berar.

† Sic in Orig.

Vide Appendix, N° 10.

The Meſſage which Biſſumber Pundit conveyed from Rajah Chimnagee Baboo, contained ſeveral Propoſitions of great Importance; and as the Rajah had expreſſed ſome Chagrin at not ſeeing Mr. Anderſon on his firſt Deputation, we agreed to ſend that Gentleman back to him. The Governor General alſo ſent Biſſumber Pundit back at the ſame Time with Anſwers to the Rajah's Propoſitions. As it became neceſſary to inform Mr. Anderſon of the Propoſitions conveyed by Biſſumber Pundit and to direct him to ſound the Diſpoſitions of the Rajah and his Miniſter regarding ſeveral Objects of a ſecret Nature, it was thought adviſable to iſſue his Inſtructions from the Governor General only, without minuting the Particulars of them on the uſual Records of the Council. The following is a Copy of the Letter, which, being agreed on by the Board, was written to him:

To David Anderſon, Eſq.

" Sir,

" For the better Accompliſhment of the Views of this Government in the general Commiſſion with which you have been charged, I think it proper to furniſh you with the following Materials of Information and Inſtructions for their occaſional Application.

" The immediate and profeſſed Deſign of your Deputation is, as it originally was, to reconcile the Government of Naugpore to the Paſſage of Colonel Pearſe's Detachment through the Province of Oriſſa, and to afford it the moſt public Mark of Attention and Reſpect. It may, however, be productive of other Conſequences; and theſe I proceed to explain.

" The Cauſe aſſigned by the Government of Naugpore for ſending ſo large a Force to our Frontier is, the Neceſſity in which it found itſelf of complying oſtenſibly with the ſudden Requiſitions which were made to it by the ruling Adminiſtration of Poonah and the Nabob Nizam Ally Caun, and the Danger to which a Refuſal would have expoſed it from the Power of the Confederacy in which they had recently engaged. This Intention was early notified to us with ſolemn Profeſſions of Friendſhip, and a fixed Reſolution to maintain it. Hitherto I have no Reaſon to doubt theſe Aſſurances, for they have been verified by Facts. Chimnajee received his Diſmiſſion, and is ſaid to have begun his March on the Duſſerra, or the 11th of Auguſt of the Year 1779. He proceeded by ſtudied Deviations and Delays, and inſtead of entering Bahar, which was the preſcribed Scene of his Operations, he kept the Road of Cuttack, where he arrived in May laſt, and has confined himſelf to that Province, though greatly diſtreſſed ever ſince. In the Month of October I ſecretly furniſhed him with three Laak of Rupees to relieve the preſſing Wants of his Army, and gave him Expectations of a larger Supply, if the Anſwer to the Letters then diſpatched to Naugpore were ſuch as I required; that is, if Moodajee accepted the Guarantee of our Treaty offered to the Peiſhwa, and iſſued Orders either for the Junction of the Army under Chimnajee with our's, or its Recall. He has done neither, but captiouſly objected to every Article of the Treaty, propoſing ſuch Amendments and Additions as he muſt have known would be rejected, and declined to ſend the Orders required to his Son, but ſtill profeſſing an inviolable Attachment. It is poſſible that theſe Declarations were made only to ſave Appearances, as the barren Expedition againſt Dakkanaul, at the preciſe Inſtant in which Colonel Pearce was preparing to march into Oriſſa, can only be reconciled with any Principle of rational Policy, by the Suppoſition that it was calculated to remove it from the Line of his Route. He has been permitted to paſs without Interruption, an Officer of that Government appointed to conduct him, and he has to this Time been plentifully ſupplied with Proviſions, either by the Command or the Connivance of the Rajah. You will be yourſelf a competent Judge whether the conſequent Conduct of the Rajah is anſwerable to the Concluſion which I have ſtated of the Authority which has preſcribed it.

* Sic in Orig.

" It can only be aſcribed to two Motives; one, that which I have ſuppoſed; the other, to profit by the Departure of ſo conſiderable a Part of our Force, and to invade the * of Province of Bahar with leſs Hazard of Reſiſtance. I have no Suſpicion of the latter, becauſe it is inconſiſtent with my Belief of the Policy of that State, and with the Seaſon of the Year, which is already too far ſpent for ſuch an Undertaking.

" The Object of this temporizing Syſtem is to obtain the Acknowledgement of the Claim of the Government of Berar to the Chout of Bengal; and I have no Doubt that this Conceſſion alone would inſtantly purchaſe their Alliance and their decided and open Declaration in our Favour. I know that is their Object, although it has never yet been declared in Form: Poſſibly you will be queſtioned upon the Subject. If Chimnajee has Authority to treat upon this or any other Subject, receive his Propoſals, and tranſmit them to the Board. If he has not, you will with Propriety refer him back to his Principal, with whom it ought to originate, ſince he muſt ratify whatever is concluded reſpecting it. Profeſs yourſelf unqualified to talk upon any Point not included in your Inſtructions, but hear and report whatever the Rajah or his Miniſter may ſay to you, and rather encourage than check any Hope which they may entertain of our Compliance with their Pretenſions, endeavouring to learn from them what Advantage they are diſpoſed to offer for ſo important a Conceſſion; whether they will engage to unite with us in the Proſecution of the War againſt Hyder to his final Extirpation? whether they will accept an Equivalent, or even more than an Equivalent, in any other Quarter for the Chout, either the Portion acquired by General Goddard of Guzeraut and Concan, or ſuch Conqueſts as may be made by Colonel Camac in Malva or Khandeſh, or any other which they may ſuggeſt? Be careful not to put Queſtions to them directly by which they may conſtrue a yielding Diſpoſition in this Government, or an Eagerneſs to court their Friendſhip by too great Sacrifices; but rather endeavour to lead them to the Information which you may want, by Queſtions of Explanation, and by ſuch Obſervation and even Miſapprehenſions as may be moſt likely to produce the Diſcovery of their real Sentiments and Expectations. In the mean Time it is poſſible that ſome Advantage may be made of the particular and perſonal Views of the young Rajah himſelf. As the immediate Heir of his Father he has Pretenſions to the Succeſſion of the ſovereign Authority of the Maratta State, and it ſeems to be † only Proviſion which can be made for him to ſecure

† Sic in Orig.

his future Independency; without this, his Father's Death will leave him at the Mercy of his Brother, and without a Reſource; for it is not likely that his Brother ſhould expend the Wealth, or hazard the Power *the Power** of his own State, to promote his Intereſt, and raiſe him to a Dignity ſuperior to his own. Neither is it improbable that Moodahjee would be glad to ſee the* Recompliſhment of ſuch an Eſtabliſhment for both his Sons. The Policy of the Dewan is, as I am told, more directed to the Elevation of the Family and Government than to the Eſtabliſhment of any individual Intereſt in it, except perhaps that of Rajojee, the eldeſt Son by Blood of Moodajee, but the Son and Succeſſor of Janoojee by Adoption. Benram and Biſſumber Pundit are properly his Servants, and ſtrongly attached to him. Bowanny Pundit is in the ſame Intereſt, and was choſen to his preſent Truſt by Dewagur Pundit. Theſe* there Perſons would take Alarm at any Suggeſtion of a ſeparate Intereſt of Chimnajee, and on this Account, you will cautiouſly avoid touching on any Subject tending to it with them. But I recommend that you ſeek an Opportunity to ſound Chimnajee himſelf upon it. I am told, that though young and unexperienced, he does not want Underſtanding; that he is ambitious, ſpirited, and impatient of Controul. Seek an Opportunity of converſing with him alone; he will perhaps afford you one without any Contrivance on your Part, and this will be better. Avail yourſelf of it to inſpire him with Hopes of the Rauje. Aſk him what is his preſent Object in the Command aſſigned him? Is it the Attainment of any Settlement in Bengal? This, if accompliſhed, whatever it be, will become the Portion of his Brother, and his own Dependance more confirmed by it; and to effect it, he may loſe the Friendſhip of the Engliſh, by which it may be in his Power to raiſe himſelf to a Condition of higher State and Splendor than any that his Family have yet known. There is no Power in the Maratta State which can oppoſe his Pretenſions, if immediately aſſerted. If deferred beyond the preſent Criſis, it may be too late. This, his own precarious Situation and future Vaſſalage, and the Prudence of endeavouring to obtain ſome Proviſion during his Father's Life, are Arguments which may likewiſe be ſuggeſted with Effect. The Subject is delicate; break it to him warily; firſt try his Diſpoſition, proceed as you find him affected by what you have ſaid, but do not go beyond the Encouragement which he may give you. The Effect will at leaſt be to gain Time, and to render him leſs ſolicitous for the Proſecution of any Meaſures which may involve him in a decided Enmity with the Engliſh; and if you ſhould be able to make ſuch an Impreſſion on his Mind as to induce him to become a Party with his Father for our Cauſe, it is as much as I can expect from it, unleſs he ſhould at once reſolve to anticipate his Father's Concurrence, and join a Part of his Forces to Colonel Pearce's Detachment.

* Sic in Orig.

" Biſſumber Pundit has received his Diſmiſſion from me, and will immediately return with Anſwers to the four Propoſitions which he brought from Chimnajee Baboo.

" Theſe you already know; I ſhall therefore only ſtate them in ſhort Heads, which will be ſufficient to mark the Relation of my Anſwer to each.

" Preliminary: Moonſefee. This Word, which Biſſumber Pundit has conſtantly repeated by itſelf as comprizing the Whole of the Rajah's Meaning, I do not very ſatisfactorily underſtand; but ſuppoſing it to require my Advice for his future Conduct, I have given it in the following Terms: The Government of Berar has already afforded ſo many and ſo public Inſtances of its Diſpoſition to favour ours, that it can no longer anſwer any uſeful Purpoſe to temporize; and why ſhould it temporize? The Reply to this Queſtion is for their Imaun, that is, for the Credit of their Faith. To this I have anſwered, that the Faith of the Confederacy, if ever binding on them, having been originally impoſed by Violence, has been long ſince diſſolved by every other Party compoſing it. 1ſt, By Hyder Ally Cawn, in ſoliciting and obtaining from the King, a Firmaun for the Subadarry of Deccan, to the total Excluſion of the Rights of the Nazim, and to the Injury of the Peiſhwa himſelf, who poſſeſſes a Part of the Territory which is included in the Grant; nor is the Guilt of the Act extenuated by the Inefficacy of the Patent, the Diſpoſition being equally maniſeſted by it.

" 2dly. By Nizam Ally Cawn, who promiſed to ſupport the projected Invaſion of Bengal by a ſimilar Attempt on the Circars of Seecacole, &c. as ſoon as Chimnajee's Army was on its March, which Promiſe he has neither performed, nor has ever made the leaſt Movement towards it.

" 3dly and 4thly, By the Peiſhwa himſelf, or the Miniſter acting for him. Firſt, in ordering Beeſajee to take poſſeſſion of the Diſtrict of Gurrah Mundelah, which but a few Months before had been granted in Jagheer to Moodajee, as one of the Conditions for his engaging in the Confederacy: And ſecondly, In failing to ſend the ſtipulated Supplies of Money for the Expences of the Detachment deſtined for the Service in Bengal. A Breach of Faith in any one of the confederated Powers in any one of the Inſtances which I have enumerated, except the laſt, which may be juſtified, is a virtual Diſſolution of the original Engagement with the offending Party, if not with the whole; but in theſe the Forfeiture is complete on all Sides, except that of Moodajee, who is therefore to chuſe what Line of Policy or Connection may henceforth beſt ſuit his own Intereſts. As to his perſonal Attachment to the Peiſhwa, let him retain it. We bear no perſonal Enmity to the Peiſhwa, nor ſeek for any Object in the War with him but the Means of bringing it to an honourable Concluſion. Our Wiſh is, to eſtabliſh a firm and laſting Friendſhip with the Maratta State, and to unite with it in deſtroying our common Enemy Hyder Ally. He is equally the Enemy, and ſhould he (which God forbid) prove ſucceſsful in the War with the Engliſh, would become a fatal one to all his preſent Aſſociates. Let the Government of Berar declare itſelf in our Favor; its Influence will not fail to draw after it the Peſhwa's Adminiſtration, which ſubſiſts only by the Powers of its Allies and nominal Dependants, for it has neither Wealth nor Reſources left, having yielded a Territory of Eighty Laaks to Hyder, the Province of Candeſh to Sindia, Aurungabad (if I miſtake not) to Nizam Ally, and loſt both Guzerat and Concan to the Engliſh. Moodajee has frequently declared that he will not ſuffer the Rauge, which is his Patrimony, to be ruined; let him now ſtand forth to ſave it, and aſſert his own Right to the Poſſeſſion of it; he has no Competitor, for even the Title is Vacant; nor be* is he likely to meet with an Opponent. He may command our Aſſiſtance, and in his Name, and under the Sanction of his Family, the Maratta State and the Britiſh Nation may be united for ever. One* theſe Grounds, my Advice is, that Chimnajee look only to ſuch a Concluſion as I have deſcribed, and either wait the Iſſue of it, if his Orders reſtrain him from acting openly in our Cauſe, or if he may do it, join our Detachment againſt Hyder Ally. The Intereſt which I have in offering this Advice does not leſſen the Propriety of it, if it is reaſonable in itſelf; and for that let him eſtimate it by the Truth of the Facts and Reaſonings on which I ground it.

* Sic in Orig.

“ I proceed to the Propoſitions.

“ 1ſt, Expence of the Troops. You may engage † ſupply with them with twelve Laaks of Rupees, the Sum which I formerly promiſed my Intereſt with this Government to grant to them in the Event of the Rajah's Compliance with the Requiſition made to him in October laſt, and which, added to the former Supply, will make fifteen Laaks. He muſt not accept more; and for this he muſt ſolemnly promiſe either to return with his Army to Naugpore, or not to employ it againſt us. The Money ſhall be either paid to his Order, or ſent to Balaſore by Sea.

† Sic in Orig.

“ 2d, Ragonaut Row. This Queſtion can only be properly treated with his Father; but as ſuch a Reference might imply a Heſitation which would be diſhonourable, I have plainly told Biſſumber Pundit that, in no State of our Affairs, will I ever conſent to ſurrender Ragonaut Row to any Power or Perſon upon Earth, although I ſhould think it allowable to break off all Connection with him if that ſhould be required as the Condition of any future Engagement whether with the Government of Berar or Poonah.

“ 3d, To retreat by the Way of Gya, and burn a few Villages, for a Pretext or Shew of Hoſtility, in the Way. This I have treated as a Subject of Ridicule, not of Argument. Beſides I have ſaid that it is too late to temporize. The Line once paſſed, it would be difficult, perhaps impoſſible, to ſtop or retreat; and the Road to Bahar is at this Time impracticable, unleſs he would force the Paſſes of which our Troops have Poſſeſſion, and I will never diſgrace our Arms by ordering them to give Way to him.

“ 4th, Chout. This is a Subject upon which I can make no Reply but to his Principal, if he ſhall ever exact it. Bene Ram urges it with uncommon Earneſtneſs as the Point which muſt decide the Union of the Booſla Family with Bengal, and propoſes that it be granted as the Condition of their Alliance and Fealty under any Title that may expreſs the Tenure by which it is to be ſo held, and efface the Odium of the preſent Name. I have rather diſcouraged than countenanced this Idea, but not ſo as wholly to preclude it from future Diſcuſſion; and I now mention it, that, connecting it with what I have before written upon the general Subject, you may accommodate your Language to mine upon it.

“ I recollect nothing further to add. You will regulate the Time of our Continuance with Chimnajee by your own Diſcretion, provided he ſhall ſolicit it. But ſhould he not, or ſhould you ſee no good Reaſon for ſtaying, I ſhall wiſh you to return early, as your Preſence will be much wanted for the Buſineſs of the approaching Settlement.

“ I am with great Eſteem,
“ Sir,
“ Your affectionate Friend.”

Letter from the Governor General.

“ Dear Sir, “ Baraſſet, 1ſt March 1781.

“ I now ſend you my private Inſtructions; they are ſuch as could not properly or prudently be given in public Orders, and expoſed, as of Courſe theſe would be, to our official Records. Mr. Wheeler approves them, and authorizes me to declare his Approbation of them. They appear rather longer than the Matter of mere Converſation needs to be; but I ſhould have made them ſtill longer, had they been addreſſed to a Perſon leſs informed, or leſs capable of drawing the Concluſions from known or ſuppoſed Facts, than you are, for I think much will depend on the Temper and Inclinations of the young Rajah, and therefore I have been ſo particular in ſtating the Points which are moſt likely to influence his Mind, and even to preſcribe the Manner in which you may moſt ſucceſsfully urge them.

“ I recommend to you to take Minutes of every Converſation with him; they will be uſeful not only for Reference, but by connecting the Sentiments of the Rajah expreſſed at different Times, they will afford you a better Clue to his real Views and Intentions.

“ Reſpecting the Connexion of the Government of Berar with Nizam Ally Cawn, I would rather refer you to Biſſumber Pundit, who can give the fulleſt Information concerning it. I will only ſay in a few Words, that I conſider them as natural Enemies, although they are on Terms of outward Friendſhip. I can perceive that Moodagee (or rather his Dewan, whoſe Dictates the Rajah implicitly follows in all political Meaſures) ſtands in ſome Awe of Nizam Ally, and I have ſometimes intimated the Poſſibility of our being driven to the Neceſſity of courting his Alliance in the Manner in which I have hitherto ſought that of the Government of Berar, if the latter ſhould continue to procraſtinate. He was the Projector of the preſent Confederacy, and is ſaid to be at this Time detached from it by the Report of Hyder's having obtained a Grant from the King of his Dominions. The Report is certainly true.

" Do not fail to make my Acknowledgements to Chimnagee for the liberal Manner in which he has acted to Colonel Pearſe, of which the Colonel writes his daily Teſtimony. He has a Claim to a grateful Return, and on that Footing I would yield him Advantages, which ſhould be withheld from him for ever if he employed the Means of Hoſtility or Menace to obtain them.

" Rajah Ram Pundit has been very uſeful to us by his Influence and Counſels. Let him know that I know it, and am ſenſible of it. If you ſhall judge it neceſſary to enſure either his or Bowanny Pundit's Friendſhip by Gifts of Money, or to make ſimilar Preſents to others, you have my Authority to draw on me for any Sums, and to diſtribute them according to your Diſcretion.

" If any Thing that I have ſaid ſhould require further Explanation, and ſuch as can only be conveyed effectually by Converſation, as I ſhall of courſe return to Town for a Day, in a Day or two hence, let me know, and I will go earlier to ſee you.

" I am, dear Sir,

" Yours affectionately."

Mr. Anderſon having expreſſed ſome Doubts regarding the Intention of ſome Parts of the preceding Inſtructions, the Governor General thought it neceſſary to explain them more fully in the following Letters.

" Dear Sir, " Barraſut, 2d March 1781.

" To remove every Ambiguity in the Conſtruction of the Paragraph concerning which you have expreſſed your Doubts, I deſire you will read it with the following Correction:

' You may engage to ſupply them with twelve Lacks of Rupees. This is the Sum which I for-
' merly promiſed my Intereſt with this Government to grant them, in the Event of the Rajah's
' (that * this Moodajee's) Compliance with the Requiſition made to him in October laſt.' * Sic in Orig.

" This Requiſition was, that he ſhould execute the Treaty which was propoſed to him, and order his Troops at Cuttack either to return or to join us. The Requiſition has not been complied with; I now offer the ſame Sum to Chimnagee Baboo, with the Condition only that he will return, or ſolemnly promiſe not to employ the Forces under his Command againſt us. I limit the Condition to no Time, but to the Forces which are actually under the Command of Chimnagee Baboo. Theſe muſt never be employed againſt us.

" Here I think it neceſſary to diſtinguiſh between the Motive of this Buſineſs on the Condition *for* which it is granted, and the Condition *on* which it is granted; and I deſire that you will mark the Diſtinction in all your Diſcourſes upon the Subject. It is this; I conſider the Government of Berar as a Sufferer by the many Inſtances which it has given of its Attachment to ours, and therefore entitled to ſome Retribution from us. To the World the Appearance of its Forces ſo near to our Borders, and their profeſſed Deſtination againſt our Provinces, will be conſtrued an Hoſtility. To me, who know the Compulſion under which this Meaſure was undertaken, and the Pretexts which have been uſed to elude the Purpoſe for which it was profeſſedly formed, to whom both its profeſſed Deſtination and the intended Evaſion of it were early notified, and the latter verified by the ſlow Progreſs of the Army, its Inactivity, its Diſtreſſes; and, above all, by its Forbearance with an Engliſh Army paſſing in their Route, and through their own Territory; it is an Evidence of the pacific Diſpoſition of the Government of Berar, and its Attachment to ours, equal even to the Hoſpitality ſhewn by it to General Goddard's Detachment. We cannot repay the Expence which they have incurred by ſo long an Employment of ſo large a Body of Cavalry in Inaction, and in a remote and deſtitute Country; but I deem it incumbent upon our Government to relieve its preſent Wants, and to afford it the Means of a Retreat. It is a Debt of Honor, Juſtice, and even of Policy; for I doubt whether the Rajah could return with them unleſs he could either Diſcharge a Part of their Arrears, or lead them to plunder. It is therefore as a Compenſation for Loſſes ſuſtained on our Account, as an Acknowledgement and Return for paſt Kindneſs, not the Purchaſe of future Forbearance, that we conſent to grant them the Aid which you are intruſted to tender to them. At the ſame Time we have thought it proper to give it with the obvious Precaution that it be not employed to our own Hurt, nor the Right forfeited on which it was granted, by future Hoſtilities.

" You muſt not exceed the Sum of two Lacks in private Diſtributions; even that you will doubtleſs conſider an Exceſs unleſs ſome very ſubſtantial Benefit can be purchaſed by it.

" I am, dear Sir,

" Yours affectionately.

" P. S. I am not yet ſatisfied with the preceding Explanations, complete as they may appear; they want their direct and poſitive Application, which I now add: If Chimnagee, in his Acceptance of the Sum proferred to him, ſhall inſiſt on any Reſervation of the Right to employ his Forces againſt us in the next Seaſon, or at any Period before their Return to Naugpore, you muſt declare to him, that his Claim to this Supply will become forfeit by ſuch a Reſervation, and that it will put it out of our Power to grant it; in a Word, that we will not grant it."

With theſe Inſtructions Mr. Anderſon proceeded to the Maratta Camp, where he held ſeveral long Conferences with the Rajah and his Miniſters. The Subject of theſe Conferences will beſt appear from the following Papers, which were ſent by Mr. Anderſon to the Governor General. They were originally intended by that Gentleman to have been conſidered only as private Information, previous to his finding Leiſure to deliver in a regular Report of his Proceedings to the Board; but as theſe Papers were written almoſt at the Moment in which the ſeveral Conferences related in them actually paſſed, they will afford the beſt Inſight into the Views of the Parties, and probably be more acceptable than a Relation more leiſurely and methodically digeſted.

" Honble. Sir, " Camp, 13th March 1781.

" On my Arrival Yeſterday Evening, I was received in Camp with every Mark of Attention and Reſpect. I was introduced to the Rajah and all his principal Officers aſſembled. I delivered to him and his Dewan Bowanny Pundit, the Letters which I received from you. I took Occaſion at this Interview to inform the Rajah, that you had ſent him ſome Preſents of Silks, which, together with all my own Baggage, had been left at Beercool, the Coolies who carried them having run away terrified at the Reports of the Depredations committed by a Body of Maratta Horſe which had entered the Province of Tellaſore. The Rajah aſſured me that theſe Outrages on our Territories were committed in Oppoſition to his Orders, and that the Moment he had heard of them, he had ſent to recal the plundering Party, and to puniſh the Perſons who compoſed it. I deemed it neceſſary to obtain this Aſſurance before I entered on the Subject of my Commiſſion.

" This Morning I again waited on the Rajah by Appointment, and had a very long Conference with him, or rather with the Dewan Bhowanny Pundit, in his Preſence. Having produced my Credentials, I explained the profeſſed Objects of my former and of my preſent Deputation. Our Converſation afterwards turned on the Propoſitions which had been made to you through Biſſumber Pundit. I was called on for the Anſwers, as Biſſumber Pundit had referred them to me, and had affected an Ignorance of your Sentiments, even on thoſe Points which you have replied to in the cleareſt Terms. The Dewan, in diſcuſſing the Preliminary Article of theſe Propoſitions, endeavoured to involve under it the Nature of our Situation with reſpect to the Peſhwah; and it was with ſome Difficulty that I could confine the Queſtion to the Point of View in which you had conſidered it, and which, at the Time of ſtating it, was certainly the Point of View in which it was intended you ſhould conſider it, being an Appeal from the Rajah to your Juſtice. I went through all the Arguments which you have ſo fully laid down in my Inſtructions; and as the Dewan ſeemed inclined to combat every one of them, the Converſation was carried on to a great Length. The Dewan at laſt in ſome Meaſure concurred in the Propriety of the Advice which you had given to the Rajah; but he reſted every Thing on your Compliance with his Expectations reſpecting the firſt Article of the Propoſitions, namely, the Expence of the Troops. I then proceeded to inform the Rajah of the Offer which you had empowered me to make him, of the Motives which induced you to grant him that Supply, and of the Promiſe which you had directed me to exact from him. The Rajah, his Dewan, Rajah Ram Pundit, one or two of the Miniſters who were preſent, and even Biſſumber Pundit, affected much Surprize at the Smallneſs of the Sum: They obſerved, that near two Crores of Rupees had been expended on Account of their Attachment to the Engliſh; they expatiated on their preſent Diſtreſſes, and remarked that the Sum which you had tendered was ſcarcely adequate to diſcharge the Arrears of a ſingle Jemmauldar, and inſinuated the Conſequences to which they might be driven by Hunger, Diſappointment, and Deſpair. I acknowledged, in the fulleſt Degree, the Senſe you entertained of their Attachment, and admitted the Reality of their Diſtreſſes. I requeſted, however, that they would conſider alſo the Situation of our Government; that we were engaged in Wars with ſeveral powerful States; that although we had indeed latterly been ſucceſsful, yet that theſe Succeſſes had been obtained at a vaſt Expence of Treaſure, and that much more might ſtill be neceſſary; that as theſe Troops had not come thus far at our Requeſt, nor ever been employed in our Service, it was not to be expected that we could defray the whole of their Expence: All that could be looked for was, that we ſhould aſſiſt in relieving them from their preſent Diſtreſſes, of which their Attachment to our Government had partly been the Occaſion; and this, I aſſured them, you had attended to in as full a Degree as our own Situation could poſſibly admit. In ſhort, much Argument paſſed on the Subject; and as the Dewan ſeemed to reject the Offer with a Kind of Slight, which I deemed inconſiſtent with the Connection which has ſubſiſted betwixt the two Governments of Berar and Bengal, I thought it my Duty to turn to the Rajah, and aſk whether this was a poſitive and final Anſwer, or whether it would be agreeable to him, before he gave me my Diſmiſſion, to take ſome Days to weigh all that I had ſaid in his own Mind, and then give me an Anſwer.

“ I proceeded to communicate your Anſwers regarding the remaining three Propoſitions. I was permitted to go through thoſe which relate to Rogonaut Raw, and the Paſſage of the Troops through Goyah, without being interrupted, or *recovering a Reply. When I came to the laſt Article, and when I queſtioned whether the Rajah was authorized to treat upon it, the Dewan informed me that he was; and on my telling him that I ſhould in that Caſe hear and tranſmit to you whatever he might ſay, he replied, that too much Delay had taken place on that Subject already. He ran through the whole Story of the Manner in which the Chout had been acquired; ſaid, that the Exaction of it had been ſuſpended on Account of the Troubles which had happened in the Berar State, but that the Right ſtill remained, and that the Troops who had acquired it were ſtill the ſame. I ſatiſfied myſelf with replying, that the Troops of Aliverdy Cawn and thoſe of the Engliſh were different; and we ſoon afterwards imperceptibly paſſed from this Article without my having an Opportunity of fully ſounding their Diſpoſition in the Manner which you have enjoined. The Article of the Expences ſeemed to engroſs the Whole of their Thoughts. They ſaid they† willing to engage hereafter in any of our Views, particularly to unite with us againſt Hyder Ally, if he had actually ſolicited Sunnuds for the Deckan; but the Arrears of their Troops muſt firſt be paid, without which it was impoſſible for them to do any Thing; that it was with the utmoſt Difficulty they could now prevent them from mutinying, by buoying up their Hopes with Promiſes of Relief from Bengal; and that if a Mutiny ſhould happen, it might prove very fatal to the Rajah and them all; that their Diſtreſſes and Apprehenſions were now ſuch, that if I went away without fulfilling the Expectations of the Troops, the Rajah muſt go alſo, from Neceſſity, and throw himſelf upon you for Relief at Calcutta. On the whole, you will not imagine that I had much Reaſon to be ſatiſfied with the Expectations ſhewn by the Dewan in this Day's Converſation. I am not, however, entirely diſcouraged, as I ſcribe it chiefly to the Idea with which Biſſumber Pundit has impreſſed them of my being poſſeſſed with full Powers to ſettle any Sum which I may think fit; and it is natural for them to try every Method of raiſing it as high as poſſible. I am endeavouring to remove this Idea; and I would fain hope, that when this is effected, the Dewan will change his Opinion regarding the Offer which you have made to the Rajah. You will obſerve, from the Manner in which this Converſation has been carried on, that I have little to expect from an Attention to the particular Diſpoſition of the young Rajah. He ſhewed a Kind of complacent Indifference during the whole Time, and it was in vain that I endeavoured to engage him in the Diſcuſſion by frequent Appeals to him on Points where the Dewan and I differed. I am again to viſit him To-morrow Evening, to deliver your Preſents, which, I underſtand, are arrived at Balaſore. I ſhall then confine our Converſation to Subjects of leſs Importance, and endeavour to obtain a more thorough Inſight into his Temper and Character, and to acquire his Good-will and favourable Opinion. I ſhall be in no Haſte to leave his Camp, whilſt there remains the ſmalleſt Hope of my Stay being productive of any Good. Rajah Ram Pundit, who has frequently viſited me ſince my Arrival, has particularly implored me to repreſent to you their Diſtreſſes, and entreat you to prevent them by a more conſiderable Supply. It is in vain that I have repeated to him, and indeed to all the reſt who have ſpoken to me, that you have fixt a Sum, and that I was certain that you would on no Account exceed it. Under the preſent Appearances, I have thought it would be to no Purpoſe, and premature, to try the Mode which you have authorized of private Diſtributions. Notwithſtanding the Length of this Letter, I have been obliged to omit many Things which I could wiſh to have mentioned. I muſt make an Apology for the haſty and inaccurate Manner in which I have written, and requeſt that you will conſider it as a private Letter, addreſſed to yourſelf only.

“ I am, &c.

“ Poſtſcript, 14th in the Morning.

“ Biſſumber Pundit has juſt now been with me with a Meſſage from the Rajah. He has ſhewn me your Letters to him, to evince that I have a diſcretional Power to increaſe the Sum tendered as I may think fit. I have explained to him, that although you have referred the Rajah to me, yet you have communicated to me your utmoſt Intentions, and I muſt abide by them. He deſired, in the Rajah's Name, to know whether he ſhould march forwards To-day, and whether he ſhould give me my Diſmiſſion. I have told him, that I wiſh him to weigh well the Views which I had ſuggeſted Yeſterday, and to act accordingly; that it is not my Deſire to leave him ſo ſoon; that, on the contrary, it is my Wiſh to ſtay ſome Time with him, that I may obtain a Knowledge of all his Sentiments and Wiſhes, ſo that on my Return I may be enabled to explain them to you; but that on both the above Points it muſt reſt with him to determine; that I could not give him any Expectations whatever of a larger Sum. I do not imagine he will give me my Diſmiſſion, though poſſibly he may make a Shew of marching. I am to viſit Bhowanny Pundit this Morning.

“ On a further Conſideration of my Inſtructions, ſome Doubts ariſe in my Mind, which, as they may ſtill have their Application, I beg Leave to ſtate in ſhort Queſtions:

“ 1ſt, Shall the Rajah's Promiſe to return, or not employ his Troops againſt us, be in *Writing*; or will a verbal Promiſe be enough?

“ 2d, Shall it either in Writing or verbally be required to *be on Oath?*

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* Sic in Orig.

† Sic in Orig.

" 3d, Shall the Word *never* be poſitively expreſſed, or will it be enough if the general Tenor of the Rajah's Diſcourſe ſhews no Inclination *ever* to employ his Troops againſt us; and in his formal Promiſe will the Word *not*, inſtead of never, be in ſuch Caſe ſufficient?

" If you think any of theſe Points of Conſequence, I beg you will be pleaſed to ſend me Anſwers to them, as they are not particularly expreſſed in my Inſtructions, and I wiſh to adhere cloſely to your Inclinations in every Thing."

" Minutes of ſeveral Conferences on the 14th and 15th March.

" 14th. I received ſeveral curſory Viſits in the Courſe of the Day from Biſſumber Pundit, and Rajah Ram Pundit; but as little paſſed, excepting Expreſſions of the Apprehenſions which they entertained of the Conſequences which would accrue to both Parties from our not being able to come to an Agreement on the preſent Occaſion, I forbear to minute at full Length the Particulars of our Converſation.

" In the Evening I went with them to pay a Viſit to the Dewan. The Converſation was begun by his aſking me if I had conſidered the Particulars of Yeſterday's Conference, and what Advice I had to offer. I replied, that my Advice, in conformity to that of the Governor, was for them to accept of the Sum which in regard to their Attachment had been proferred for the Relief of their preſent Diſtreſſes, and either reſolve to join us when Circumſtances would admit in carrying on the War againſt Hyder, or in proſecuting the Object which I had pointed out to them, of acquiring the Rauje of the Marattah State for the Bhoſilah Family. The Dewan replied, that Supplies were neceſſary. To this I anſwered, that when they ſhould reſolve to join in the former Object, the Terms of our Union would neceſſarily be ſettled; but that if they ſhould embrace the latter Propoſal, the Object would be more for their Benefit than for ours, and that I imagined it could be effected without their incurring much Expence; that our Troops alone had already reduced the Government of Poonah to the greateſt Extremity; but that, when joined with theirs, or ſupported with the Sanction of their Name, they could not fail of Succeſs; that the Rauje was now vacant, in ſo much that even the Name of it was ſcarcely preſerved; that (as they themſelves muſt be ſenſible) it was their known hereditary Right; that there was probably no Power would be inclined, and none, I was certain, would be capable to oppoſe their Pretenſions; and that on the Whole, therefore, I thought the Acquiſition would be eaſy and infallible. The Dewan replied, that their engaging in this Object was a Matter which muſt depend on the Councils at Naugpore; that this therefore would require ſome Delay, and that in the mean Time what were they to do to relieve the Diſtreſſes of their Troops which had come thus far, and which had for Sixteen Months depended on their Expectations from our Government. I replied, that for this Purpoſe the Sum was now tendered them. He anſwered, that the Sum tendered was ſcarcely a Mouthful; that the Rajah had remarked to him, that the Governor had ſtiled him in his Letters Yeazaz-az-jaan, Dearer than Life; was this a Proof it? Was this all that he would do for one who was ſo dear to him? It would appear that he regarded Money as more dear. I informed him that I had not had an Opportunity of knowing the Subject of all the Conferences which had paſſed betwixt the Governor and Benyram Pundit and Biſſumber Pundit, or of all the Letters which had been written to and from Naugpore, but that I never had underſtood that any more than what was now proffered had ever been required or promiſed; that I had ſeen one Letter from Dewagur Pundit which, though it mentioned high Expectations in caſe of a Junction againſt Hyder Ally, yet it implied no higher Expectations for the Relief of the Troops ſent to Cuttack. I aſked him if any higher Promiſe had ever been made. He acknowledged that no expreſs Promiſe had ever been made of a larger Sum, but that the Governor had always promiſed him his Friendſhip, and in promiſing *that*, had given them Reaſon to expect a Supply adequate to their Neceſſity. Rajah Ram Pundit obſerved, that the Letter to which I alluded from Dewagur Pundit, related to a particular Occaſion, when the Supply wanted was only for one or two Months. I think it here neceſſary to remark, that Rajah Ram Pundit Yeſterday obſerved at the Conference held in Preſence of the Rajah, that the Sum now tendered was only equal to what was in Agitation at the End of the Rains, when the Treaty was firſt offered to the Poonah Government, and that eight Months Expences had ſince been incurred. I then replied, that the ſubſequent Delay could not be aſcribed to us, but to their own Government, which had returned the Treaty with Propoſitions which could not eaſily be acceded to.—To return to the Conference of To-day: The Dewan aſked what mighty Matter it would have been if the Governor, conſidering their hereditary Claims on Bengal, and from a Regard to his Friendſhip to Chimnajee, as well as to prevent the Conſequences which may ariſe to our own Territories from their Diſtreſs and Deſpair, had made each of the Zemindars contribute to raiſe a Sum to relieve Chimnajee, and enable him to return to Naugpore. He laid ſo much Streſs upon this Method of raiſing a Supply, that I thought it neceſſary to inform him that Money paid by a Contribution by our Zemindars, or Money paid from our Treaſury, was to us much the ſame Thing, or if there was any Difference, the latter was preferable.

" Biſſumber Pundit having declared to them that he knew not the Extent of the Governor's Intentions; that he had only told him that he would aſſiſt them with a Supply in Proportion to his Abilities, and that he had deputed me with full Powers for this Purpoſe; I thought it neceſſary to repeat to them again and again, that the Intention of my Deputation was chiefly to afford a public Teſtimony of the Acknowledgments of our Government for the Friendſhip ſhewn by Chimnajee in regard to Colonel Pearſe's Detachment: That the Governor had, however, for my Information, communicated to me the Anſwers which he had delivered to Biſſumber Pundit, to the Propoſitions conveyed to him from the Rajah; and had inſtructed me, in conformity to his Anſwer regarding the Expences, to engage to ſupply the particular Sum which he had expreſſed; that it was not in my Power to deviate from it: That however, if they choſe, I ſhould certainly write to the Governor, and communicate to him all that had paſſed; but that I could give them no Hopes that this would be productive of a larger Supply. They did not require me to write, but left it to me to do as I pleaſed. We afterwards mutually regretted the Interruption which, from preſent Appearances, was likely to take place in the Friendſhip which had ſubſiſted betwixt the Engliſh and Berar Government; and which, if preſerved, we agreed, might have tended to the mutual Benefit of both States. This is almoſt Word for Word all that paſſed at this Interview. I ſtudiouſly avoided Argument, becauſe I had obſerved a Captiouſneſs in the Dewan, which, notwithſtanding frequent Profeſſions of Friendſhip, gave our Yeſterday's Conference more the Appearance of Diſpute than I thought conſiſtent with calm and friendly Diſcuſſion. Nothing, however, of this Nature paſſed at this Interview: Every thing was ſaid in a cool and deliberate Tone; and due Attention was paid by each to whatever was ſaid by the other. I afterwards went and paid a Viſit to the Rajah, and delivered to him the Governor's Preſents, which he accepted with much ſeeming Complacency. Nothing paſſed at this Interview relating to Buſineſs. I endeavoured to engage the Rajah in ordinary * Troips of Converſation; but either owing to a natural Shyneſs of Diſpoſition, or to the Diffidence of a young Man unaccuſtomed to converſe with Strangers, or, perhaps, to the Reſtraint impoſed upon him by his Miniſters, he ſhewed little Inclination to enter into any Diſcourſe. His Anſwers were always ſhort, and his Queſtions very few; but his Silence ſhewed no Want of Affability. Biſſumber Pundit came to me afterwards, and informed me that Rajah Ram Pundit would ſhortly come to me with a Meſſage from the Rajah, to aſk me whether he ſhould march on To-morrow. The Effect of his March, we both agreed, would be the letting looſe all thoſe plundering Parties who had hitherto with ſo much Difficulty been reſtrained; and Biſſumber Pundit acknowledged, that when a Fire was once kindled, it was not eaſy afterwards to extinguiſh it. Biſſumber Pundit ſaid, that the Rajah's Expectation were about fifty Laaks; he has ſince talked of thirty, or twenty-five. About ten at Night, Biſſumber Pundit came again, and informed me that Rajah Ram Pundit was coming to aſk me about the March of the Troops: I deſired he would tell Rajah Ram Pundit beforehand, that I had no Right to object to the Rajah's marching to any Part of his Territories; but the Manner in which this March was propoſed, immediately after our Conferences, would to all the World carry the Appearance of a Threat, as it really was; and that, as I was inſtructed to offer a Supply from Motives of Gratitude and not from Motives of Fear, I ſhould not, if the Rajah marched, think myſelf authorized to repeat the Offer which I had made to him: That I had now done every Thing in a public Capacity that lay in my Power, to prevent a Rupture; but that there was, indeed, one Thing of a private Nature, which I could take upon myſelf to do; and that was, to make Preſents to the Amount of a Laak, or one and an Half, or thereabout, to Bowanny Pundit, Rajah Ram Pundit, or any of the Rajah's Miniſters; and this he might mention to Rajah Ram Pundit.

" The ſame Night, about Half paſt Eleven, Biſſumber and Rajah Ram Pundit came to me. Rajah Ram Pundit ſaid, that Biſſumber Pundit had mentioned to him all that I had told him. He obſerved, that in ſettling Farms of Purgunnahs, or Buſineſs of ſuch a Nature, Preſents to the Mutſuddies employed, were uſual and proper; but that this was a Matter in which the Lives and Happineſs of Thouſands were eventually concerned; and that in ſuch a Negociation, ſuch Preſents could have no Place. I excuſed myſelf to him; I reminded him that the Idea had been ſuggeſted by himſelf the Evening before, when he had inſinuated to me, that if my Object was to obtain any Thing for myſelf, the Houſe of Bhoſilah could eaſily give it. I repeated to him what I had ſaid to Biſſumber Pundit about the March of the Troops, and the Impoſſibility of my continuing after it the Governor's Offer. He then drew ſo ſtrong a Picture of the Diſtreſſes which the Engliſh would thus entail on their Provinces, that conſidering it as a Kind of Menace, I begged he would deſiſt from ſuch Diſcourſe; that it was, perhaps, improper for me to anſwer it, as I was ſent only on the Idea of their pacific Diſpoſition; but that I would, once for all, repeat to them, that Fear for our own Territories had no Part in the Governor's Intention in ſending me: That our Troops were in Poſſeſſion of all the Gauts, and that we had a Body in the Field, which the Whole of the Mahratta Army could not face: That all that could happen to us (independent of the Loſs of diſtant political Views), would be the ſpreading Terror amongſt the Inhabitants of Midnapore, Jellaſore, and perhaps Part of Burdwan. Rajah Ram Pundit then told me, that as I could not be brought to alter my Offer, a Thought had occurred to him, which was, for the Army to go on to Ramchunderpore, and for him and Biſſumber Pundit and me to go to the Governor at Calcutta, to ſee and prevail on him to give a larger Supply; but that I

* Sic in Orig

muſt promiſe to uſe my Endeavors in perſuading the Governor; and that we ſhould, in the meatime, leave Mr. Redfearn with the Rajah.

“ I objected to leave Mr. Redfearn after I ſhould go myſelf; but I ſaid that I would ſend Mr. Redfearn with them, and ſtay with the Rajah myſelf; that their going however would, I was certain, be to no Purpoſe, if the Army moved any nearer our Provinces after what had paſſed, as the Governor would not afterwards confer on the Subject; that as to my perſuading the Governor, Biſſumber Pundit could tell him that the Governor did every Thing from himſelf; that his Reaſon and Judgment were much ſuperior to mine; that it was my Duty to regulate mine by his, and not to attempt to influence his; that I could not even promiſe to adviſe; that I wiſhed to preſerve Peace, and had a Regard for the Rajah; but all that I could engage was, to repreſent all that I had ſeen and heard; and concluded with telling him, that I could give him no further Aſſurances or Expectations of better Succeſs with you.

“ It was agreed by Rajah Ram Pundit and Biſſumber Pundit to repreſent what had paſſed to the Rajah.

* Sic in Orig.

“ 15th. Early in the Morning Biſſumber Pundit came to me, and told me that the Rajah had approved of **Rajah had approved of* Rajah Ram Pundit's going with Biſſumber Pundit, Mr. Redfearn, and me, to the Governor; and that the Rajah had deſired him to apologize to me for any Want of Affability which he might have ſhewn Yeſterday: That I muſt make Allowance for his Feelings as a Soldier, hurt at being ſtopped in his March, from what I had ſaid in the Morning. Rajah Ram Pundit ſaid that he was hurt at ſomething that paſſed betwixt him and ſome of his Jemmautdars.”

“ Sir, Fort William, 11th March 1781.

“ A Letter is received from Major McPherſon, which reports, that on the 7th Inſtant a large Party of Marattas croſſed the Soobaureeka, and came ſo near to Fort Knox, that the Officer ſtationed there fired upon them, and that they moved off, as he ſuppoſed, in ſearch of Plunder. He adds, that Dumdareca with a conſiderable Force was expected in the ſame Quarter, on that Evening, or the next Morning.

“ I deſire, that you will remonſtrate with Chimnagee Baboo on the Impropriety of this Conduct, and require his inſtant Orders for the Retreat of his Troops from our Neighbourhood; declaring, that we ſhall conſider their paſſing our Frontier Line, and even their Continuance near it, as a decided Hoſtility, ſince neither can be attributed to any other Deſign. It is alſo my Order, that you forbear to make the Tender to Chimnagee Baboo directed in my Inſtructions; or if you have made it, that you formally retract it until he ſhall have recalled all his Forces of every Denomination to a Man, to the ſouthward of Ballaſore.

“ Mr. Wheeler authorizes me to notify his Concurrence in theſe Orders, which you will therefore regard as equivalent to thoſe of the Board delivered in the cuſtomary Form.

“ I am, Sir,
“ Your moſt obedient Servant.

“ P. S. A Letter ſince received from Mr. Pearſe confirms the Intelligence of Major McPherſon. I herewith ſend you a Copy of it, by which you will ſee the Conſequences which this indiſcreet Act, if it hath not received the Authority of the Rajah, is likely to produce.”

“ I viſited afterwards the Rajah, and communicated to him the Purport of the Governor's Letter. He deſired me to aſſure the Governor that he had already iſſued the Orders which the Governor required. I ſhall minute the Particulars of this Interview hereafter: Suffice it for the preſent to ſay, that the Rajah diſmiſſed me pleaſed with the Marks of Attention which he ſhewed to me, and with the good Inclinations which he diſcovered towards our Government.”

“ Honble. Sir,

“ As I have not Leiſure to ſend you a regular Detail of my Proceedings in the Form of an Addreſs, I have taken the Liberty to ſend you incloſed a Copy of the Minutes which I have taken, agreeable to your Direction, of every Thing that has paſſed ſince my laſt Letter. They are incorrect; but will perhaps communicate to you a more clear Idea of the State of Opinions here, than I could poſſibly convey to you in a ſtudied and regular Addreſs.

† Sic in Orig.

“ It is now ſettled that Rajah Ram Pundit, Biſſumber Pundit, and I and Mr. Redfearn, are immediately to proceed to Calcutta, and that in the meantime the Army is not to move from this Place. I am ſenſible that Rajah Ram Pundit's Viſit, and the Repreſentation which he will make to you of the Diſtreſſes of this Army, will put †*to* your Feelings as an Individual to a ſevere Trial. But conſidered in a political Light, Rajah Ram Pundit's Propoſal of viſiting you ſeemed ſo much to our Advantage, that I could not poſſibly object to it. It will transfer the Appearance of a ſubmiſſive Diſpoſition from us to them: It will prevent an immediate Rupture if there was any Danger of it, and will ſo long protract Negociation, that you will have the Power to dictate Terms, without Regard to any other Conſideration but thoſe of preſent Commiſſion or Gratitude, and a View to future Advantages from an Alliance between the two States. This Army will then depend almoſt entirely on your Mercy; for the Seaſon will be too far ſpent for them afterwards to be able to do any Miſchief: A Conſideration which I doubt not muſt have its Weight with you, though I have conſtantly and invariably in all my Conferences maintained the contrary. It is probable, I think, that Rajah Ram Pundit will be inſtructed to converſe with you on the more important Views which I have ſuggeſted of a Junction againſt Hyder, or the Acquiſition of the Rauje. Their Faith towards the Peſhwa, or their Connection with Hyder, has ſcarcely been mentioned; and I have no Doubt but ſomething of Importance would be ſtruck out betwixt you and Rajah Ram Pundit, if the preſent Emergency could be got over.

“ I am thoroughly convinced that nothing but Diſtreſs will ever induce the Rajah or his Miniſters to break with the Engliſh. Whatever has paſſed of a different Tendency ſince my Arrival here has proceeded from the miſtaken Notion that it might work on me to augment the Supply that I had proffered. The young Rajah, who received me To-day without Reſtraint, has deſired me to implore you to take him and his Army under your Protection, to conſider them as much your own as General Goddard's Detachment, to enable them to return to Naugpore, and to command their Services afterwards as you may think fit. We ſhall travel by daily Journies to Naraingur, and from thence I have deſired Mr. Pearce to relay Bearers to Colbareah. I have written to my Correſpondent at Calcutta to ſend down a ſufficient Number of Boats and Budgerows to Colbareah, ſo that there will be no Occaſion for you to take any Trouble about our Journey: But I beg Leave to ſuggeſt to you the Propriety of ſending down ſome Gentleman of your Family to meet Rajah Ram Pundit. This will be a Mark of Reſpect, to which his Rank, and ſtill more his Attachment to the Engliſh, entitles him; and it will be only a Return for a ſimilar Mark of Reſpect which was ſhewn to me.

“ I have the Honour to be,
“ With the moſt unfeigned Reſpect,
“ Honble. Sir,
“ Your, &c. &c.

“ Marratta Camp, near Balaſore,
15th March 1781.

“ I expect to be at Colbareah in five Days.

“ P. S. The Rajah has expreſſed ſo much Anxiety for my ſpeedy Return to you, that I have been obliged to receive my Diſmiſſion without finding the Opportunity I wiſhed for of ſpeaking to him in private. It would have given much Suſpicion if I had deſired that his Miniſters and Biſſumber Pundit ſhould withdraw, and he has always been ſurrounded by them.”

On receiving the two firſt of theſe Letters the Governor General wrote the following Anſwer to Mr. Anderſon:

“ David Anderſon, Eſq.
“ Sir,
“ Fort William, 18th March 1781.

“ I have received your Letters of the 10th and 11th.

“ Inform the Rajah that the Offer which you have been authorized to make him was purely gratuitous, not intended for Negociation but Acceptance, and decline any further Diſcourſe upon it as improper.

“ The Rajah's Promiſe to return, or not to employ his Troops againſt us, may be expreſſed either in Writing or verbally; but the Requiſition muſt be verbal, and not in Writing.

“ It is indifferent whether the Word “ *not* ” be uſed, or “ *never*.”

“ I am perfectly ſatisfied with the Care which the Rajah has taken to repreſs the licentious Spirit of his People, and to publiſh his Diſapprobation of the late Inſtance of it; of which I deſire you will give him an Aſſurance.

“ I am, with Eſteem, Sir
“ Your moſt affectionate Friend.”

Whilſt Mr. Anderſon was at Ballaſore, Letters were received from Dewagur Pundit, the Miniſter of Moodajee Bhoſilah, repeating the Circumſtances of the Embarraſſments under which his Connection with the Engliſh had drawn him, and ſtrongly urging the Neceſſity of our ſupplying the Troops under Chimnagee with Money. Vide Appendix, Nº 11.

Mr. Anderſon, on his Return, delivered to the Governor General the following Letter:

“ Honble. Sir,

“ In the Minutes which I had the Honor to ſend you from Ballaſore, I had only Leiſure to mention in a few Words my laſt Interview with Rajah Chimnagee. I ſhall now beg Leave to mention it now circumſtantially: The Rajah early in the Morning ſent me a Meſſage that he wiſhed Mr. Redfearn and I would come and dine in his Tent before our Departure; and we accordingly went, and found the Rajah ſitting with little Ceremony amongſt a few of his Officers. He received us with a frank and cheerful Air. All that cold Reſerve, that affected Indifference which I had remarked at our former Meetings, was now changed into an open and animated Behaviour. We talked of indifferent Subjects, ſuch as the Cuſtoms of Europe and Aſia, with much good Humor; and his Officers, who had at our former Interviews preſerved a formal and reſpectful Silence, now mixed in our Converſation with eaſy Familiarity. At length our Diſcourſe turned on my Departure for Calcutta; the Rajah then changed his Mien, his Diſtreſſes ruſhed full into his Mind, and he deſcribed them with a Degree of Energy that excited Compaſſion; then taking hold of my Hand, he in a Tone of Supplication begged that as I had been an Eye Witneſs of his Diſtreſſes, I would repreſent them to you in their real Colors; that I would put you in Mind that they were drawn upon him by his Deſire of preſerving a Friendſhip with the Engliſh; and that I would in his Name implore you to take himſelf and his Army under your Protection; to conſider them as much your own as Colonel Goddard's Army, to make as great Exertions for their Relief, and to enable them only to return to Naugpore, and afterwards command them as you pleaſe. He inſiſted more than once on my promiſing to repreſent all thoſe Matters in the ſtrongeſt Manner, and earneſtly entreated me to become his Advocate with you. I could only repeat to him that I ſhould faithfully report every Thing to you.

“ When the Servants informed us that the Dinner, which the Rajah had ordered to be prepared for Mr. Redfearn and me, was ready, we retired to a ſeparate Tent; the Rajah however ſoon afterwards followed, and ſtanding at a Diſtance, preſſed us to eat in a Manner that ſhewed the ſtrongeſt Deſire of pleaſing. I mention this Circumſtance, though apparently trivial, becauſe it was a Kind of Condeſcenſion which to me marked the Diſpoſition of the Rajah's Mind more ſtrongly than the moſt exaggerated Profeſſions.

“ We afterwards returned to the Rajah's Tent, and paſſed more than an Hour with him, before he would conſent to give us our Diſmiſſion. Bowanny Pundit in the mean Time joined us, but he took little Part in the Converſation, being chiefly employed in dictating to the Moonſhee Anſwers to the Letters which I had brought from you.

“ Before we received our Diſmiſſion, the Rajah inſiſted on our accepting of a Horſe, a Turban, and a few Pieces of Cloth; and then having repeated his Requeſt that I would join Rajah Ram Pundit and intercede in his Behalf with you, he took Leave of us with a Degree of Warmth and Emotion that ſhewed both how much he was deſirous of my repreſenting his Conduct in a favourable Light, and how much he conſidered his future Welfare as dependant on your Determination.

“ I have the Honor to be with the greateſt Reſpect,
“ Honble. Sir,
“ Your moſt faithful and
Obedient humble Servant.”

“ Fort William,
26th March 1781.

Rajah Ram Pundit arrived at Calcutta on the 25th March, and the next Day waited on the Governor General.

During the firſt two Viſits Rajah Ram Pundit drew a ſtrong Picture of the Diſtreſſes of Chimnagee's Army; and to prove how incumbent it was on us to relieve them, he expatiated on the Friendſhip which had been ſhewn by the Berar Government towards the Engliſh He enumerated a Variety of Inſtances; their Conduct towards General Goddard's Detachment at Hoſhungabad; their delivering up Monſ. Chevalier who had taken Refuge in their Country; their forbearing to invade our Territories notwithſtanding the Remonſtrances of all their Allies; and laſtly, the Aſſiſtance which they had afforded to Colonel Pearſe on his March through Oriſſa. He diſcuſſed with great Ability the Intereſts of the Maratta States; and ſhewed that he was very ſenſible how much it would be for the mutual Advantage of the Engliſh and Moodajee Bhoſila to unite cordially in a cloſe Alliance; ſtill however his Obſervations were general, and he ſeemed to avoid any clear or particular Propoſitions: It was agreed therefore, for the Purpoſe of bringing the Negociation to a ſpeedy Concluſion, that the following Propoſitions ſhould be ſtated in Writing, and communicated to Rajah Ram Pundit by Mr. Anderſon:

“ That as a Return for the Proofs of Attachment ſhewn by the Berar Government to the
“ Engliſh, and to relieve the Troops from the Diſtreſſes which they at preſent ſuffered, and
“ which were in ſome Meaſure occaſioned by their amicable Inclinations towards this Govern-
“ ment, we would give them 12 Lacks to complete the Sum which we had formerly promiſed
“ to them.”

“ That we deſired to know what was afterwards neceſſary to be done to effect the deſired Union
“ of the two States? Would Chimnagee reſolve immediately to ſend 3000 or even 1500 of his
“ beſt Horſe to join Colonel Pearſe, and act with him againſt Hyder? would he return with the
“ Reſt of his Army to Naugpore? and would he promiſe to Intereſt himſelf with his Father to
“ engage in Alliance with us, and to ſend a Perſon from Naugpore to ſettle finally the Terms of a
“ Treaty? That the following might be the Grounds of the Plan:—That we ſhould engage to
“ aſſiſt them with a Part of our Troops in taking poſſeſſion of the Forts of Burhampore and
“ Aſſur, and the Country of Khandeiſh, which had been lately aſſigned by the Peſhwa as an

“ Annexation to the Jagheer already poſſeſſed by Madajee Scindia; that if it ſhould be adviſable
“ to purſue further Conqueſts, we would aſſiſt on a Plan of Participation; and that they on their
“ Parts ſhould engage to unite with us in effecting the total Extirpation of Hyder Ally Caun.
“ But that if ſuch a Plan could not be ſettled, we deſired to know clearly what they would do
“ on their Parts to merit any further Aſſiſtance from us.”

The next Day Rajah Ram Pundit returned an Anſwer to the following Purport: “ The De-
“ mands of Chimnajee's Army amount to two Crores of Rupees, in Part thereof, fifty Laaks
“ have already been paid. Let the Engliſh pay fifty Laaks more; the Troops will then have
“ received one Half of their Pay, with which it will be in Chimnajee's Power in ſome Meaſure
“ to ſatiſfy them, and in this Caſe he will ſend 3000 Men along with Colonel Pearſe, and will
“ march the Reſt to Naugpore. If it is deſired that a more cloſe Connection ſhould take place,
“ let a truſty Perſon be ſent from hence to Naugpore, and a Treaty may there be concerted and
“ ſettled for the Eſtabliſhment of a permanent Alliance betwixt the Engliſh and the Marattas,
“ and the Extirpation of Hyder Naig; or the * let Mr. Anderſon be ſent immediately with 50
“ Lacks to Chimnajee to ſatiſfy the Troops, and bring Bowanny Pundit to meet the Governor at
“ the Subunreeka, or in either of the Engliſh Camps at Dantoon or Narraingur, to ſettle with him
“ a Treaty containing the Terms of an Alliance. If this is approved, the Sum of 50 Laaks muſt
“ be ſent immediately, becauſe it will not be in Chimnajee's Power to leave the Troops until he
“ has ſatisfied them: If the Governor will give ſome Aſſurances that theſe Propoſitions will be
“ ſhortly taken into Conſideration, Rajah Ram Pundit will accept of the twelve Laaks tendered
“ for the preſent as a Part of a Treaty, and will cauſe the Army immediately to march to a
“ greater Diſtance from Bengal: But unleſs ſome Aſſurances of the Kind are given, he muſt decline
“ receiving the twelve Laaks, will repay the Sum of three Laaks which was formerly ſent to
“ Chimnajee, and deſires to receive his Diſmiſſion immediately.”

Theſe Propoſitions ſeemed ſo highly unreaſonable, that the Governor General immediately ſent Mr. Anderſon to Rajah Ram Pundit with a Meſſage; the Subſtance of which was as follows:
“ That he would ſend the 12 Laaks, if Rajah Ram Pundit would accept of that Sum in the
“ Name of Chimnajee; that no more would be given: That the Rajah, on the Acceptance of
“ this Sum, muſt return to Naugpore, and not ſtay any longer at Cuttack; That if he would
“ ſend 2000 Horſe with Colonel Pearſe, their Charge ſhould be defrayed by us: That the Go-
“ vernor General muſt decline a Meeting with the Rajah, unleſs the Grounds on which they are to
“ meet are previouſly ſettled, as he cannot poſſibly think of meeting to treat about Money: That
“ Rajah Ram Pundit may ſtay here if he pleaſes; but that he need not ſtay in Expectation of
“ more Money, as that Subject muſt now be dropped.”

This Meſſage being accordingly communicated to Rajah Ram Pundit, he deſired Mr. Anderſon would return to the Governor General with the following Anſwer: “ He conſents to ſend
“ 2000 Horſe with Colonel Pearſe, who may receive the Pay which ſhall be agreed on. He
“ accepts the Supply now offered as a Return of Kindneſs; but to prevent a Mutiny of the Troops,
“ requeſts that a Loan of a further Sum of 25 Lacks may be given, ſo that he may be enabled to
“ quiet them. It does not ſignify, although a Delay of 12 or 15 Days ſhould take place in pro-
“ curing the Loan, if it is only agreed to by the Governor; he will immediately ſend off the
“ Twelve Laaks, and cauſe the Troops to remove towards Naugpore; he propoſes that the
“ Loan ſhould be obtained either in his Name, or in that of Syna Behader (Chimnajee) from
“ Merchants, and that the Company ſhould be Security. It may afterwards be repaid by means
“ of Conqueſts of Countries on a Plan which may be ſettled. It is requeſted from Neceſſity, be-
“ cauſe Syna Bahader has no Means of ſatisfying his Troops. He deſires that this may be accepted
“ as an Apology for his repeating with ſo much Importunity the Subject of Money; he begs that
“ the Governor General will take Syna Bahader under his Protection, and relieve him in his preſent
“ Diſtreſs. If this Loan is not acceded to, Rajah Ram Pundit wiſhes to be diſmiſſed as ſoon as
“ the Governor General pleaſes; and in that Caſe nothing can be ſettled, as the Sum tendered
“ cannot be accepted, and a Mutiny muſt be the Conſequence amongſt the Troops in
“ Areſſa.”

The above Propoſitions being laid before ‡ the following Reſolution was paſſed: “ It is neceſ-
“ ſary to bring this Negociation to a Concluſion. We cannot comply with either of the Propo-
“ ſitions made by Rajah Ram Pundit. We cannot advance the Money required. We cannot
“ give our Security to the Loan, becauſe we know it to be impracticable at the Rate of Intereſt
“ allowed by our Bonds, and to allow a higher Rate will deſtroy our own Credit, beſides that
“ ſuch a Security will be conſtrued and will be in Effect a Payment. If the Government of
“ Naugpore is willing to concur with our Views for its Aggrandizement and a Connection of
“ Intereſts in the Manner which has been held out to it, we are ready to aſſiſt it with our Forces;
“ we will endeavour to give them the Poſſeſſion of Burhampore and of Aſſur, which will
“ yield a Revenue of 80 Lacks, and of Gurrah Mundela, of which the Amount is unknown, but
“ valuable. If the Government of Naugpore looks only to the Acquiſition of ready Money,
“ we have it not to give, nor will their Friendſhip be an Object to us on ſuch a Footing. Let
“ this be underſtood to be our final Anſwer.”

* Sic in Orig.

‡ Sic in Orig.

Rajah Ram Pundit, on being informed of the above Reſolution, returned a new Sett of Propoſitions, the Subſtance of which was as follows:

“ That the Sum formerly tendered to the Governor of Naugpore was 16 Laaks, and that only three have yet been paid; that he will accept of the remaining thirteen Laaks, which he will diſpatch to Syna Bauder for the Relief of his Army; that he will cauſe the Army to march immediately to Dhekanaul on the Way to Gurrah Mandelah; that he himſelf will ſtay here for ſome Time longer, on this Government's giving him Aſſurances that they will afterwards aſſiſt him in procuring a Loan of ten or fifteen Laaks, to be repaid in two Years from the Money to be acquired from the Conqueſt of Gurrah Mundelah, and for which he, as Naib of Cuttack, will be Security. That he will, for the preſent, engage * of ſend 2000 Horſe to join Colonel Pearſe, and to aſſiſt in the War againſt Hyder Ally; and that Dewagur Pundit will afterwards come from Naugpore and ſettle more fully the Terms of an Alliance betwixt the two States.”

* Sic in Orig.

Theſe Propoſitions were declared to be final. The Point on which our Negociations hinged was now reduced to an Object which appeared of little Magnitude when compared with the vaſt Importance of turning the Scale of the Powers of Hindoſtan, by detaching the Berar Government from the Confederacy formed againſt us, and engaging it on our Side. When the Propoſitions, therefore, were laid before the Board, it was immediately reſolved to accede to them. Accordingly the Sum of 13 Laaks was advanced to Rajah Ram Pundit; and, on the 2d of April, he attended us in Council, and laid before us the following Articles of Agreement, which he deſired to be conſidered as Preliminary to a Definitive Treaty betwixt the Engliſh and Berar Government.

“ Account of the Monthly Expence of the Troops to be ſent along with Colonel Pearſe, 2000 Suars or Horſe, at 50,000 Rupees per Month for each 1000, making altogether one Laak of Rupees per Month.

“ Dated 8th Ribbee ul Sanee, in the 22d Year of the Reign.

“ The ſaid Allowance ſhall commence from the Time of the Troops leaving Cuttack; and when they ſhall have finiſhed the Service, and (having received their Diſmiſſion from the Commander of the Engliſh Troops) they ſhall return to their own Country, their Pay ſhall be continued according to the Number of *Munzels*, or Days Journies, which there may be from the Place of their Diſmiſſion to the City of Cuttack.

“ Whereas a Friendſhip is firmly eſtabliſhed betwixt Maha Rajah Moodajee Bhoſila and the Engliſh, the following Articles are accordingly ſettled by Syna Behader through Rajah Ram Pundit:

“ 1ſt, That Rajah Syna Bheader ſhall ſend 2000 good and effective Horſe along with Colonel Pearſe, to aſſiſt the Engliſh in the War againſt Hyder Naig; that the Officer commanding them ſhall act under the Orders of the ſaid Colonel, or the Officer who ſhall command the Bengal Troops in the Carnatic; and that they ſhall receive from the Officer who ſhall command the Bengal Troops in the Carnatic, an Allowance for their Support at the Rate which hath been ſettled in a ſeparate Paper by the Governor General and Council and Rajah Ram Pundit, Month by Month, in the ſame Proportion as the Engliſh Troops ſhall receive their Pay.

“ 2d, That the Army of Rajah Syna Behader will immediately leave Oriſſa, and march on an Expedition againſt Gurrah Mundelah: Let the Governor General and Council of the Engliſh, from a Regard to the Friendſhip which ſubſiſts betwixt the Family of Bhoſila and the Engliſh, give Orders that an Engliſh Officer, with a Body of the Troops now ſtationed in Hindoſtan, may march from that Quarter to aſſiſt the Rajah in the above-mentioned Expedition; and having reduced Gurrah Mundelah, eſtabliſh immediately the Rajah's Garriſons there.

“ 3d, That in order that the Friendſhip betwixt the Family of Maha Rajah Moodajee Bhoſelah and the Engliſh may daily be ſtrengthened and augmented, let the Governor General and Council, for the preſent, ſend a truſty Perſon to Naugpore, and hereafter the Dewan Dewagur Pundit will come from that Place and have an Interview with the Governor General, when, with their mutual Advice and Approbation, the Deſires and Demands of both Parties will be adjuſted and ſettled.

“ 4th, That if it ſhould happen from particular Circumſtances, that an Interview betwixt Dewagur Pundit and the Governor General cannot take place, in that Caſe, the Deſires and Demands of both Parties may be ſettled at Naugpore by the Intervention of a truſty Perſon, and the Bounds of Friendſhip ſhall be ſo firmly eſtabliſhed betwixt the Family of Bhoſilah and the Engliſh, that no Infraction or Injury *can ever, by any Means, happen* to them.”

Theſe Papers being ſigned by us and Rajah Ram Pundit, with the Teſtimony of Beny Ram Pundit the Vakeel of Moodajee Bloſelah, Copies of them were mutually interchanged. An Order has ſince been iſſued by us to the Sub-Treaſurer, to advance ſuch Sums, on Account of the intended Loan of ten Laaks, as the State of our Treaſury will admit; and Rajah Ram Pundit has delivered to us an Engagement to the following Purpoſe:

" Whereas the Governor General and Council of the Engliſh have promiſed, that in order to aſſiſt in ſupplying the Expences of the Troops of Maha Rajah Moodajee Bhoſila, which are arrived with the Rajah Syna Behader in Oriſſa, they will procure the Sum of ten Laaks of Sicca Rupees from Merchants of the Province of Bengal, and deliver it as a Loan through the Hands of Beny Ram Pundit; and accordingly an Order has been delivered to the ſaid Pundit for the ſaid Sum on the Engliſh Treaſurer; in conſideration thereof it is ſtipulated and written on Behalf of the aforeſaid Rajah Syna Behader by Rajah Ram Pundit, that he will diſcharge the ſaid Sum within the Term of two Years, and will pay Intereſt at the Rate of 8 per Cent. per Annum, to be calculated from the Dates of the ſeveral Payments, which will be aſcertained from the Receipts of Beny Ram Pundit. In caſe the ſaid Loan and Intereſt ſhould not be punctually repaid by Maha Rajah Moodajee Bhoſelah and Rajah Syna Behader, Rajah Ram Pundit, who is Naib of the Province of Oriſſa, engages on his own Part, that he will pay, in the Term above limited, the ſaid Sum with Intereſt at the Rate above-mentioned, either from his own private Fortune or from the Revenues of the Province of Oriſſa.

" Written the 6th April 1781, or 11th of Rebbee ul Sanee, 1170 of the Hegyra."

Rajah Ram Pundit has ſince taken his Leave, and is gone to Chimnagee's Camp to make the neceſſary Arrangements for the March of the 2000 Horſe which are to join Colonel Pearſe.

We have thus fully given a Narrative of this Negociation, becauſe we think the Iſſue of it may be productive of an important Change in the political State of Hindoſtan. We ſhall now beg leave to cloſe with a few Obſervations. By acceding to Rajah Ram Pundit's Propoſitions, we have effectually detached one of the moſt powerful States from the general Confederacy againſt us, into which it had apparently entered; we ſhall by this Meaſure add therefore to ourſelves in Proportion as we diminiſh that of the Confederacy. The Separation of the Berar Government will doubtleſs excite Diſtruſt amongſt the remaining Powers, and probably the Example will be followed. The Nizam, who has not yet entered into open Hoſtilities againſt us, and the Miniſters of Poonah, who already tremble for their own Exiſtence, ſeeing the Confederacy begin to diſſolve, will naturally be deſirous of ſecuring themſelves by an early Peace. The mere Fame of an Alliance betwixt the Engliſh and the Government of Berar will have a great Effect. We ſhall no longer be conſidered as ſinking under the united Weight of every State in Hindoſtan; the Scale of Power is evidently turned in our Favour; and this is of more Importance than could be well imagined in Europe, where the Policy of Nations is regulated by Principles the very reverſe of thoſe which prevail in Aſia. There, in Conteſts betwixt Nations, the weaker is held up by the Support of its Neighbours, who know how much their own Safety depends on the Preſervation of a proper Balance. But in Aſia, the Deſire of partaking of the Spoils of a falling Nation, and the Dread of incurring the Reſentment of the ſtronger Party, are the immediate Motives of Policy; and every State wiſhes to aſſociate itſelf with that Power which has a decided Superiority.

It is true the Alliance which is held out in Rajah Ram Pundit's Propoſitions apparently relates to Objects of a very limited Nature. But it is not to be doubted that when once the Marattas of Naugpore are fairly involved with us in the Proſecution of theſe Objects, it will not long reſt with them to ſet Bounds to our Connection. The Aſſiſtance which is to be given to us in the War with Hyder, is as full a Declaration of Hoſtility againſt that Prince as if they had ſent their whole Army. And their employing our Forces to aſſiſt them in recovering Gurrah Mundelah from a Tributary of the Peſhwah, will probably lead to a complete Junction of their Strengh and ours againſt the Government of Poonah, or reduce the latter to the Neceſſity of becoming a Party with them and us.

We will now conſider what would have been the Alternative if we had refuſed to accede to Propoſitions which were evidently ſo deſirable. Whatever might have been the real Inclination of Chimnajee, or the Dictates of his Father Moodajee Bhoſilah, his unpaid Troops had long been kept quiet only by the Hopes which were held out to them of acquiring Wealth from the Plunder of Bengal. And if no Supply had been granted to them, it is probable that extreme Diſtreſs would have compelled them to ſeek for Support by an Invaſion of our Frontiers. It would be little Conſolation to us to know that their own Deſtruction would be the certain Effect of ſuch a Meaſure. We know that before they could have been totally deſtroyed, or even expelled, much Miſchief would have been done in the Provinces of Burdwan and Midnapore by their Depredations, and ſtill more by the Alarm which they would have excited amongſt the Inhabitants. The Revenues and Inveſtments muſt have been put to a Stop from the Deſertion of the Royets and Manufacturers. The immediate Loſs would have conſiderably exceeded the Sum now requeſted; and the fatal Conſequences of ſuch an Irruption would have been felt throughout theſe Provinces, and particularly in the Manufactures for many ſucceeding Years. We can mention on the beſt Information, that the Deſertion of the Manufactures for only three Days from the Aurung of Radnagur alone, would have occaſioned a Loſs of Four Laaks of Rupees, as the Silk Worms muſt have been wholly deſtroyed, and their Loſs could not have been recovered for many Years. If the Troops of Chimnajee had been driven to this Extremity, a War muſt inevitably have enſued with the Government of Berar, more dangerous to our Poſſeſſions in Bengal than any in which we have ever been engaged ſince our Acquiſition of the Dewanny.

Nor are the Advantages to be derived from the preſent Agreement merely ſpeculative or negative. The great and almoſt the only Defect of the Detachment ſent under the Command of Colonel Pearſe to the Relief of the Carnatic is, the Want of a Body of Cavalry. The preſent Offer of 2000 of Chimnajee's Horſe will amply ſupply this Defect. They will be fully ſufficient to prevent the Detachment from being harraſſed on the March, or ſuffering from Want of Proviſions, and though little can be expected in the Field of Battle from the Diſcipline of Maratta Horſe, yet as much may be expected from them as from the Horſe which will be oppoſed to them by Hyder Ally. The Junction of this Body will prove therefore of real and immediate Service.

We are aware that Men who are inclined to object will not fail to employ the moſt ſpecious Arguments to draw Cenſure on this Negociation. They will avail themſelves of Maxims which have already obtained the popular Opinion; they will, without Heſitation, aſcribe our Conduct in ſupplying Chimnajee with Money to Weakneſs or Want of Foreſight; and they will declaim that the Hiſtory of all Ages, from the remoteſt Period down to the preſent Century, ſhews, that to Purchaſe the Forbearance of invading Enemies ſerves only to tempt them to return with encreaſed Numbers. It is in vain to attempt to anſwer every Objection which Ingenuity may deviſe. We muſt rely on your Candour to impute our Conduct to more honorable and judicious Motives. It cannot eſcape your Attention that the Negociation for Money began at a Time when we could have little to apprehend, though much to hope, from the Government of Naugpore; that it was held out as an Inducement to obtain their Aſſiſtance in effecting an Accommodation with the Government of Poonah, and that the profeſſed Object of it was a Retribution for the heavy Expence which they had incurred from their Deſire of preſerving Peace with the Engliſh: When their Anſwers from Naugpore affected a higher Style, and indicated a Change of Diſpoſition, Mr. Anderſon was ſent to Cuttack without any Authority to treat on Money, Colonel Pearſe was ordered to proceed through Oriſſa in Defiance of all Oppoſition, and an Army was aſſembled under the Command of Colonel Ironſide for the Defence of our Frontiers of Burdwan and Midnapore. During all this Time the Negociation for Money was dropped, nor was it renewed until Colonel Pearſe had paſſed without Oppoſition cloſe to the Maratta Army, and until new Proofs were given us of an amicable Diſpoſition. The Governor General's Letter of the 2d March to Mr. Anderſon will fully explain to you that though we thought it in Prudence neceſſary to ſtipulate the Return of Chimnagee's Army as a Condition on granting the Supply, yet the Motives or the Conditions for which we were willing to grant it, were different; and the Governor General's Letters of the 11th and 18th March will ſhew that, when Motives of Gratitude ceaſed, and Hoſtilities were expected, we inſtantly directed Mr. Anderſon to retract our Offer and to decline any further Diſcourſe on the Subject of the Money. At length the affecting Manner in which the Rajah opened his Diſtreſſes to Mr. Anderſon at his laſt Interview, and threw himſelf on our Mercy for Relief, induced us to reſume the Subject with Rajah Ram Pundit. Theſe Circumſtances have not eſcaped the Attention of the Marattas themſelves; and we are ſatisfied that they, in whoſe Opinion the Public is perhaps moſt intereſted, have not miſtaken the Motives of our Conduct. Nor need we apprehend that the Supply which they have received will ever tempt them to return to theſe Provinces. They beſt know the extreme Diſtreſſes which they have ſuffered, the heavy Expences which they have incurred, and the Miſery which they have entailed by this Expedition on their Province of Oriſſa; and it is not to be ſuppoſed that they will ever again attempt to fit out an Army of 30,000 Horſe, at an unavoidable Expence of more than a Crore of Rupees, to march a thouſand Miles through a hilly Country, in the Expectation of acquiring a Supply of 12 Lacks of Rupees. On the whole, whatever the deſigning or uninformed Part of the World may ſay, we flatter ourſelves that you, in whoſe Approbation we are moſt particularly intereſted, having all theſe Circumſtances fully before you, will be pleaſed not only to approve of the Motives which have influenced us in theſe Negociations, but alſo of the favourable Iſſue to which we have happily brought it.

It remains only for us to obſerve, that Letters have lately been received from Chimnajee confirming every Thing that has been ſettled by Rajah Ram Pundit; and we have the Pleaſure to think that he has now engaged ſincerely and cordially on our Side.

Fort William, We are, &c.
the 30th April, 1781.

From Moodajee Booſla, dated the 16th Zeheedja.

Received the 9th January 1781.

" Your agreeable Letter acquainting me that the Sincerity of my Attachment and Friendſhip, and of my Advice and Propoſals was fully known to you, after you had underſtood, from the Repreſentations of Beneram Pundit and the Engliſh Tranſlation, the Contents of my friendly Letters; and that you had, in conſequence of your knowing the Neceſſity of the Times and Circumſtances, ſettled all Matters in the moſt prudent and adviſable Manner with Row Pundit Purdhaun on this Condition, that I ſhould become Guarantee to the Durability of the Treaty on both Sides: That you had therefore ſent three Copies of a Treaty for my Ratification, and after recounting the Articles you mention, that I muſt firſt put my Seal on them as Guarantee, together with the Seal and Signature of my confidential Miniſter; and then having informed you and the Council of it, muſt ſend them to Poonah; that when the Rulers and Chiefs of that Place ſhall in the ſame Manner, have put their Seals and Signatures to them, they are to keep one of the Copies, and to ſend the other two to the Governor of Bombay and General Goddard, that every * may be amicably ſettled, and the War entirely ſtopped. You further mention, particularly of Hyder Ally Khan, and his Friendſhip and Alliance with the French, the confirmed Enemies of the Engliſh, that your ſole Attention was taken up with preparing for repelling and puniſhing him in a proper Manner; that this Enmity to Row Pundit Purdhaun is of long and ancient ſtanding; and that if he encreaſe his Power and Strength in this Manner, he will by Degrees deſtroy their Kingdom; that it is therefore moſt adviſable for them to ſtation a conſiderable Force under a Commander of Experience and Truſt with the Engliſh Army; by which Means the Pride and Preſumption of Hyder will be reduced, and whatever Treaſure or Country may be taken from him, ſhall be divided equally between both Parties: That the ſuffering ſo conſiderable an Enemy to acquire Strength, without any Attempts to depreſs him, would moſt certainly give riſe to great Loſſes and Diſputes. This Letter arrived in a lucky Hour; and by removing my former Anxiety and Expectations, gave me inexpreſſible Pleaſure, and added conſiderably † Friendſhip. The Advances which you have made are highly commendable among Perſons who have great and important Objects in View, and are calculated to enſure the Peace and Satiſfaction of the People, and put an End to the Labors and Diſtreſſes of the Soldiers; and the taking the Reſolution of ſending the Treaty, is a complete Proof of your Friendſhip and Sincerity. From the firſt down to the preſent Time, the preſent Hoſtilities and Diſputes were not from your Inclination or Wiſh; but whatever was done, originated from the Governor of Bombay; and in that Caſe, there being no other Remedy, you were compelled to exert yourſelf for the remedying it, and for the Preſervation of your Poſſeſſions, and the Defence of every Thing dear. By the Bleſſing of God, your good Intentions are well known to the whole World. As, before the Arrival of the Treaty, I had received repeated Intelligence by the ſucceſſive Letters from that Quarter of your Intentions for Peace on the Part of the Company, and that the Treaty would be ſent afterwards, my Deſire was, that as ſoon as the Treaty ſhould arrive, I ſhould ſend my Miniſter Dewagur Pundit for the Purpoſe of ſettling this Matter, that every Article might be determined agreeable to my Wiſhes, and at no future Time any Diſagreement about a ſingle Letter might ariſe. But when I had peruſed the Treaty, and had reflected on the ſeveral Articles of it with the moſt attentive Conſideration, I diſcovered ſome Points which were contrary to the Treaty of Colonel Upton in ſo conſiderable Degree, that the Poonah Miniſters will never give their Aſſent to them; for if there are ſome few Things in it which I cannot approve of, how can they ever be expected to conſent? and what I myſelf do not comprehend, how ſhould I explain to another? I have therefore delayed affixing my Seal and Signature to it, but have carefully kept it with me. To the Variation of the Times and the Revolutions of the Heavens it is entirely owing, that although you were ſincere and approved of Peace and Friendſhip on every Condition, yet ſuch Delays and Obſtructions have ariſen in the Matter, that the Buſineſs of To-day has been put off 'till To-morrow, and what was approaching to a Concluſion, has been delayed to a future Time; but where there is Stedfaſtneſs, Faith, and Sincerity, there is no Room for any Prevarication, but that of the Times and Circumſtances, to raiſe ſuch Obſtructions, as it is impoſſible to prevent. Thus, from the Diſtance of the Road, three Months have elapſed entirely in the coming and going of the Coſſids; otherwiſe the Refuſal and Aſſent of all the Articles of the Treaty on your Part, through the Mediation of this Government, would not have met with theſe Delays, and every Thing would have been ſettled in the beſt Manner. As it does not ſeem to me adviſable that the War ſhould be ſuffered to extend on every Side, and as my friendly Heart has, on all Occaſions and in all Situations, wiſhed to perform the Duties and Obligations of Friendſhip, I have therefore, in Anſwer to every Article of the Treaty which you have ſent, wrote fully and explicitly in ſuch a Manner as was proper, and as my Friendſhip, Faith, and Regard to Treaties required; ſo that the Intents of former Treaties might not be fruſtrated, and that I might not ſeem partial to either Side, theſe Anſwers having been prepared in my Preſence, are written on a detached Paper, from which you will gain compleat Information. Nothing in that is new or innovating, but all conformable to former Agreements.

*Sic in Orig.

† Sic in Orig.

"In caſe of a Peace, it is neceſſary for both Parties to give up all Places, agreeable to ancient Treaties, whether acquired before or in the preſent War. When you ſhall have done what is requiſite, the other Side will likewiſe perform their Part agreeable to their Engagements. In anſwer to what you write reſpecting Ragonaut Row, Futteh Sing Guiewar, and Ranna of Gohed, it is certainly incumbent on all Perſons, who have any Regard for their Word, their Honour, or Reputation, to exert themſelves in all Caſes for the Aſſiſtance of any one who takes refuge under the Shadow of their Protection, that it may be known to the whole World, that whoever throws himſelf on the Protection of the Engliſh Gentlemen will, through their Aid, attain the Completion of his Views; and that whatever diſtreſſed Perſon they will take by the Hand, they will place ſafely on the Shore from the troubled Sea of War. This is without Doubt the Uſage of the World; but where the Standard of Treaties and Engagements has been erected, and a Perſon has been pitched upon for Guarantee, and entruſted with the equal balancing of Intereſts, it then becomes incumbent

bent on that Guarantee to do nothing that is not conſiſtent with his Faith and Word, or that may ſeem partial to either Party; but to remove all Suſpicions and Doubts, to keep firm to the Truth, by ſaying and writing nothing but the Truth, and by exerting himſelf in ſettling the Arguments of both Sides. Why therefore ſhould we make * in the delivering up Ragonaut Row to the Poonah Miniſters agreeable to former Treaties, under Pretence of his being the Maſter where he chuſe to reſide, ſince it is much more adviſable to put an End to all Diſputes, and ſince the Miniſters of Poonah will never fail in the ſmalleſt Point of Reſpect, Attention, and careful Treatment to one of their illuſtrious Family? Futty Sing Guiewar is likewiſe a Branch of the Rauje, and is beſides protected by you; his Concerns will therefore certainly be attended to equally with thoſe of a Brother; and as to the Ranna of Gohed, conformable to what you write, no Spark of Enmity againſt him will remain in their Minds. Why ſhould you therefore take any Trouble in their Affairs? Let it be written in the Treaty, that on this Condition it is binding, otherwiſe that it is void. Enter therefore on this Matter with the greateſt Sincerity, and do not put any more Refuſals in it, but prepare and ſend me a Treaty agreeable to the encloſed ſeparate Sheets, in which there is a full Diſcuſſion and a Plan for a Treaty at the Foot of each Article: You will thus remove the Reſponſibility from yourſelf to me; and if the Poonah Miniſter ſhould not then agree and aſſent to it, you will not be blamed. What is to happen, will happen. The ſhort of it is this: That I have at all Times and in all Situations been reſolved to obſerve and attend to your Wiſhes, even above thoſe of the Council and of the Chiefs ſtationed in the other Preſidencies. God is Witneſs that I am in no Inſtance partial or inclined to the other Side. You will, from the Friendſhip and Knowledge of Events and Circumſtances, approve of what I have written.

*Sic in Orig.

" The Treaty which you have ſent me I have kept with the greateſt Care and Caution, and will ſoon return it, together with my Anſwers to all your Kareetahs. Further Particulars you will learn from the Repreſentations of Beneram Pundit.

" Poſtſcript. As to what you have written from the Exceſs of your Friendſhip, that a conſiderable Army has been ſent to Madras under the Command of General Coote, and that it is neceſſary I ſhould write to Kimdojee Bhoſila, directing him to join 2 or 3000 Horſe with the General, which would be a great Addition of Strength; or ſhould it not be convenient to ſpare this Force, that in ſuch Caſe I ought to recall the Army which is arrived at Cuttack; the Fact is this: Of the State of all Matters, and of the full Particulars of this Quarter, not one Article is unknown to you; and I myſelf have ſo often written them to you, that they cannot be ſecret to you. Till Peace ſhall have been ſettled and the Treaty finally ratified, I cannot adopt either of theſe Propoſals; but when I ſhall have aſſembled there an Army of 50,000 Horſe, with all Stores and Neceſſaries, I may then ſend an Army to join General Coote, or recall it altogether from thence. This Matter will be more fully explained to you by Beneram Pundit. Be convinced, that in all Circumſtances and Situations, I ſhall be your ſtedfaſt Friend.

" Till Peace is finally ſettled, it is abſolutely neceſſary for me to act in the above Manner."

" The Anſwer to the firſt Article.

" All the Forts, Towns, and Places belonging to Pundit Peiſhwah which may have been taken, or ſhall be taken by the Engliſh Army, from the Beginning of the War 'till the Ratification of the Treaty, ſhall be delivered over to the Peſhwah, except the Fort of Ahmedabad, and the Share of the Country of Guzeraut, which ſhall remain in the Poſſeſſion of Futty Sing Gueeware, and the Fort of Gwalior, which ſhall remain in the Poſſeſſion of the Ranna of Gohed, and no one ſhall oppoſe it.

" This requires ſome Conſideration, and I requeſt you will reflect with Juſtice on what I ſay. When a Town and Fort has been from Time immemorial in the Poſſeſſion of the Family and Chiefs of Pundit Perdhaun, and Futty Sing is one of the ancient Dependants of the Family of the Rauje, what Connection can we have with the Engliſh Gentlemen? The Nature of his Connection was this,—that when General Goddard arrived in the Province of Guzeraut with a reſpectable Army, Futty Sing with his whole Family was in Bedodah; but having no Power or Strength to oppoſe his Enemies, or defend his Property, he being remedileſs joined himſelf with General Goddard; and at this Time has ſent ſeveral Letters to Poonah, that having no Reſource at that Time, except the Protection and Aſſiſtance of the Engliſh, he had therefore united himſelf with them. Before this, reſpecting the Reconciliation of the two Brothers, who had begun Diſputes and Hoſtilities about the Diviſion of their Talooks, I wrote in the Articles of the Memorandum, that, as Futty Sing had taken Part with you, it would be neceſſary for both Sides to exert themſelves for the Reconciliation of the two Brothers, when their Talooks might remain to both of them in Security. You muſt therefore write reſpecting them in the Treaty, that Futty Sing is a Chief and Dependant of the other Party, and had joined you ſolely from the Neceſſities of the Times; that as Peace and Alliance has taken place between the two Parties, it is incumbent on Friendſhip to forget all the paſt; and that the two Brothers, having been reconciled, muſt be made to remain peaceable and quiet as before on their Shares of Jaghiers, which will be greatly to your Satisfaction and to the Completion of your Wiſhes. The ſame muſt be written reſpecting the Rannah of Gohed, who has always been a Dependant and Expectant on the Peſhwah, and who has now, by the Aſſiſtance of the Engliſh, got Poſſeſſion of the Fort of Gwalior, which is of ſuch Strength, that the Miniſters of Poonah can never permit or ſuffer it to remain quietly in his Hands. Therefore, towards procuring Peace, it is neceſſary that both Sides, for the maintaining of former Articles, reſtore all the Places which they may have taken, of whatever Strength they may be; and let it be mentioned, that on the Subject of the Rannah, no further Miſunderſtandings ſhall remain, ſince the Friends of one Side are likewiſe the Friends of the other Party.

" The ſecond Article.

" Towards the Support and ſtrengthening the Peace and the Intereſts of both Sides, that on future Occaſion no Diſputes or Miſunderſtandings may ariſe, it is agreed, that in caſe the Fort of Baſſein ſhall have been taken by the Engliſh Army before the final Ratification of the Treaty, ſhould Pundit Purdhaun chuſe to exchange it for the Mahals, which have been given up to the Company, and are in their Poſſeſſion agreeable to the 3d and 7th Articles of the Treaty of Poorunder, conformable to the former Treaty entered into by the Governor and Council of Bombay with Futty Sing Guiewar; but ſhould Pundit Purdhaun not chuſe to exchange, we will then, agreeable to your firſt Article of this Treaty, deliver up the Fort of Baſſein to Pundit Perdhaun, and the Country delivered up to us by the Treaty of Poorunder ſhall remain in our Poſſeſſion.

" The Caſe is this; that I frequently have ſeen the Treaty of Colonel Upton, and have often wrote the Particulars of it, but never yet heard that the Treaty of Poorunder was made conformable to a former Treaty entered into by the Governor and Council of Bombay with Futty Sing Guiewar, that it ſhould now be mentioned. What has the Treaty of Futty Sing to do with the Treaty of the Peſhwa? or what Connection can Dirt have with a Perſon of Diſtinction? Futty Sing is one of the Dependents and Chiefs of the Rauje; if he chuſes to deliver over by Writing to any one the Towns and Forts belonging to the Rauje; how can it be agreed to, or what Authority and Voucher is that, that it will be aſſented to? Whatever the Owner and Poſſeſſor of the Country gives in Writing, that alone is binding. In this Caſe therefore it is neceſſary that all Mahals and Places in the Province of Guzeraut, Conkin, and other Parts which formerly belonged to Pundit Purdhaun, and which have been taken in the preſent War, ſhould all be delivered up; and beſides, if the Fort of Baſſein ſhould be taken, that alſo muſt be reſtored to the People of Pundit Purdhaun. But do not inſiſt upon theſe Points, which are difficult to be aſſented to; for theſe being with them a Breach of former Treaties, and can never be agreed to. Abide entirely by the Engagements of Colonel Upton, and reſtore every Thing which has been taken in this War, or may be taken before the final Ratification of the Treaty, that the Tree of Friendſhip may bloſſom with the Flowers of Sincerity, and that the Thorn of Enmity may be removed. It is not wiſe to add a little to a large Treaſure.

" Third Article.

" After ſaying that Ragonaut Row ſhall be allowed for his Expences during his Life according to the former Agreement, you write, that what was ſettled in the former Treaty reſpecting the Place of his Reſidence ſhall be void; that he ſhall reſide wherever he may chuſe, except in Bombay and Surat; that you will never aſſiſt him in any Claim on the Maratta Government, unleſs all the Chiefs who ſign the Treaty ſhould agree to it and deſire it.

" The Caſe is this: When he had been taken Priſoner in the Bombay War, at that Time no Neglect or Deficiency was found in the Reſpect, Attention, and good Treatment of him. As * preſent, that he comes under the Protection of ſo great a Chief, what Refuſal can they make to ſupply his neceſſary Expences, but giving him Power to reſide wherever he likes, which would be certainly attended with Loſſes and Damage to all Quarters, can never be admitted of; and in what Light can your Letters on this Subject be conſidered? At the Time of making Peace and Treaties the Door of Diſagreements is cloſed and not left open. How can the former Treaty be rendered void?—From his having this Liberty, great Damage may be expected; for ſhould he ever, under the Protection of Hyder Naig, join himſelf with a French Army, it would be attended with great Inconveniences to both Sides; the greateſt Circumſpection is requiſite. Nothing more need to be mentioned reſpecting Ragonaut Row, except the Delivery † him up to the Poonah Miniſters, agreeable to the former Treaty. The Article relating to the Aſſiſtance of him, in caſe all the Chiefs who may ſign the Treaty ſhould deſire it, is likewiſe unneceſſary.

* Sic in Orig.

† Sic in Orig.

" The fourth Article.

" Pundit Peſhwa, and the other Maratta Chiefs, ſhall enter into an Alliance with the Engliſh, and ſhall, in conjunction with their Army, attack Hyder Ally Khaun, both for the Protection of their own Country, and for the Conqueſt of his. They ſhall invade his Country with the Engliſh Army, and ſhall mutually join for his Deſtruction. Whatever Portion of Country may be conquered from him ſhall be equally ſhared in ſuch a Manner that they ſhall take what borders on their Country; and the Engliſh ſhall poſſeſs what lies near theirs and the Nabob Wallah Jah's.

" The Anſwer to this is as follows:—When, after the Bombay War, Ragonaut Row had been taken Priſoner, and had been delivered in Charge to Madajee Row Sindia, who ſent him under Care of a confidential Servant of his to Achen, in the Way to which Place he found an Opportunity, and eſcaping to Surat, was a ſecond Time taken under the Protection and Aſſiſtance of the Engliſh; at that Time my Miniſter Dewagur Pundit, who was at Poonah, was aſked by the Miniſters of the Peiſhwa his Advice; that for many Years Hyder Naig had not paid the ſmalleſt Part of the Peſhwas due to them, and had beſides poſſeſſed himſelf of ſome of their Mahals: That after the End of the Bombay War, there being ſome Proſpect of Tranquillity and Peace by Ragonaut Row's brought to them, they had reſolved to ſend an Army of great Strength againſt Hyder Naig, and to reduce his Violence; but that when General Goddard had arrived at Surat, and Ragonaut Row had returned to him, and was preparing to renew the War, at that Time, how could they hope to be able to oppoſe two ſuch powerful Enemies, and maintain themſelves againſt two ſuch violent Attacks? The Pundit told them in Anſwer, that they ſhould enter into a friendly Correſpondence and Connection with the one who was an Engliſh Chief, ſupreme over all the Poſſeſſions of the Engliſh, and who was unequalled in his Prudence, Foreſight, Faith, Sincerity, and Obſervance of Treaties, (namely, the Nabob Amaud ul Dowlah,) and then engage in vigorous Meaſures againſt the other, (Hyder Naig,) and either entirely deſtroy him, or take from him the Money, Talooks, which they want. The Miniſters agreeing to this Advice, ſent Letters and confidential Perſons to General Goddard ſucceſſively on the Subject of Peace and Alliance: And at that Time Letters from the General were likewiſe received, full of Expreſſions and Promiſes of Friendſhip, and ſaying, that they ought to aſcribe Ragonaut Row's being admitted to reſide with him to no other Reaſon but his (the General's) Friendſhip for them, to prevent Ragonaut's applying to any other Quarter; that if they wiſhed it, he would come in Perſon to meet them, and ſettle every Thing in a perſonal Conference. At that Time, certainly, this Matter would have been ſettled to mutual Advantage, and many Points of Conſequence would have been properly adjuſted by perſonal Agreements and Conſultations: But of every Thing which the General had written, not one came to paſs; for neither did he find Leiſure to come himſelf to Poonah, nor did he enter into Negociation with the confidential Agents ſent to him, nor did he pay any Attention to the Letters of Dewagur Pundit. In ſhort, Affairs at laſt ended in open War and Hoſtilities, and it became neceſſary for them, having loſt ſo ſincere a Friend, to unite themſelves with their old and eſtabliſhed Enemy; and they, after mature Conſideration, agreed to this deſperate Remedy, and having entered into friendly Connections with him, ſettled every Matter agreeable to his Plan and Propoſals. As the Opportunity, which is once ſuffered to eſcape, can never be recovered, it is Matter of great Sorrow, that now, when Peace might be made with the Engliſh, an Army cannot be ſent into the Poſſeſſions of Hyder in Company with the Engliſh without being treacherous to him, and without being guilty of ſuch a Breach of Faith and Engagements as to deter any other in future from truſting to or believing their moſt ſolemn Promiſe. This, however, can never be admitted by the Houſe of Pundit Purdhaun, nor will it ever be admitted. As the Diſpoſition of Hyder Naig is bent on Treachery and Diſputes, there is no Doubt but that in a ſhort Time, he will be guilty of ſome Breach of Treaty, ſuch as uniting himſelf with the French, or conceiving ſome hoſtile Schemes, when immediately, in conſequence of ſuch Breach, they may join in the deſtroying him; but 'till he takes off the Maſk and diſcovers ſuch Diſpoſition, they cannot think of any Thing contrary to their Engagements. Leave this therefore to Time, and do not mention it in the Treaty, but wait to ſee when it may happen.

" The fifth Article.

" Should Pundit Peſhwa not agree to form an Alliance againſt Hyder Naig, nevertheleſs Peace ſhall be made on this Condition, that both Sides ſhall remain in Poſſeſſion of what they have got, and a Ceſſation of Hoſtilities ſhall take place for one Year from the Date of this Treaty, during which Time Peace may be ſettled on ſuch Terms as to enſure its perpetual Stability.

" In Anſwer to this, what I learn from it is, that at any Rate Peace and Friendſhip is your Wiſh. This is very proper and ſatisfactory; but a Ceſſation of Hoſtilities without a final Completion of Peace, is not the Cuſtom of this Country. The Practice of Europe is this, that two Kings will ſit down on the ſame Carpet and will play at Cheſs together, and their Armies will remain peaceably together, while they receive continual Accounts of each other's Intentions; and if they ſhould put an End to all Hoſtilities they agree to a Ceſſation for a certain Number of Years, after which they renew their Attacks and Hoſtilities: But this is not the Method in Decan, for whatever Engagements are entered into, theſe are laſting and perpetual; you muſt therefore write this much, that if they will join their Army with that of the Engliſh, it is well; and if not, it will make no Difference; that you will with your ſingle Force attack the Enemies, but that at any Rate you are deſirous of Peace with the Poonah State.

" The ſixth Article.

" As Peace is made with Pundit Purdhaun at the Interceſſion of Moodajee Bhoſilah, it is neceſſary that he become Guarantee to it. The Treaty is therefore firſt ſent to him, that he may certify it under the moſt ſolemn Oaths of his Religion with his own Seal, and the Signature of his confidential Miniſter, that he approves of the Treaty, and agrees to be Guarantee to it, that no Breach ſhall ever happen in it, that as long as both Sides abide by it, he will be the Friend of both; and whoever ſhall break it, he will be his Enemy till he ſhall atone for ſuch Breach.

" The State is this; that I am, without Doubt, the firm Friend of your Quarter, and likewiſe am a Well-wiſher of Pundit Purdhaun, in conformity to my Attachment due to the Family of the Rauje, and have taken upon me this Trouble and Exertion merely for the Eaſe of the People, and from my Regard to Truth and Sincerity, and my Knowledge of the Rights and Properties of every one. I likewiſe hoped that, upon the taking place of the Peace and Alliance, I ſhould attain the Completion of my Views, and ſhould, by the Aſſiſtance of both Parties, be relieved from the Difficulties incurred by the Expences of the new-raiſed Sepoys. I therefore agreed to become Guarantee and Security to both Sides, and whichever ſhould have failed in his Part of the Obligation, I ſhould firſt attempt to make him ſenſible of his Fault; and if that failed, I ſhould then to the utmoſt of my Abilities puniſh him for it, and not be reconciled to him till ſuch Time as he returned to his Duty. But what you have written in the Treaty, that you have agreed to this Peace to give me Satisfaction, is by no Means neceſſary. This only need be mentioned, that I am Guarantee and Security of this Treaty to both Parties; and that, whichever Side ſhall be guilty of any Breach of it, I ſhall continue his Enemy till he has made Atonement for it, and has remedied ſuch Breach of Treaty.

" The ſeventh Article.

" Three Copies of this Treaty are ſent after they ſhall arrive at Poonah. Ballajee Row Purnavees and the other Chiefs having affixed their Seals and Signatures on them, ſhall keep one of them, and ſhall ſend the ſecond to the Governor of Bombay, and the third to General Goddard, that the War and Hoſtilities may immediately ceaſe, and every Matter be finally ſettled. Should this Peace be finiſhed and the Treaty agreed to within five Months from the Date of it, it is well; otherwiſe it ſhall be altogether void.

" In Anſwer to this—The Diſtance from Calcutta to Poonah is 900 Corſe; and beſides the Diſcuſſion and Explanation, Aſſent and Denial of the important Articles in the Treaty are in Hand: Why therefore ſhould the Dates and Times be circumſcribed? and why is this Clauſe mentioned, that, if it is concluded within ſuch particular Time, it is binding, otherwiſe that it will be void? I have kept the Treaties by me with the greateſt Caution, and have ſent off theſe Letters to you. After the Receipt of your explicit Anſwers, the Treaties ſhall be ſent to that Quarter. Set your Mind at reſt. In ſhort I have, with the greateſt Attention and Care, made myſelf thoroughly acquainted with all the Articles, and have underſtood all the good and bad of them; and have written whatever was conſiſtent with my Regard to the Rights and Obligations of both Sides, what might prevent the Intereſts from preponderating, might perpetuate the Verdure of the Garden of Friendſhip, and keep off the Blaſt of the nipping Winds. This you muſt read and conſider with Juſtice, and not think me in the ſmalleſt Degree partial to the Intereſts of Pundit Purdhaun, for a faithful Guarantee muſt always have Regard to his Oaths and Engagements, and in all Caſes conſider the Intereſts and Advantage of both Sides. You will therefore, agreeable to theſe ſeparate Sheets, prepare and ſend a Treaty, without any Addition or Diminution, that my Miniſter Dewagur Pundit may be ſent to Poonah, and ſettle every Point agreeable to your Deſire; when, from the Opportunities of the Times, and the friendly Connection between us, many and great Advantages will be derived."

From Dewagur Pundit.

" I received your Letter in a lucky Hour, in which you write that, &c. (the ſame Recapitulation as the one in the Maha Rajah's Letter). The Inſtant that I ſaw it my Heart felt an immediate and ſurprizing Satisfaction, from the Hopes and Proſpect of a ſecure and peaceable Future for the People; for by the ſpeedy End to all the Cruelties and Oppreſſions of the Armies, the Repoſe which the Chiefs would find from their former continual Occupations, the Attachment of many and great Advantages to both Sides by the Connection between them, the raiſing your Reputation among all the other Chiefs of the Council, and the Engliſh Gentlemen, and even in the Sight of the powerful King of England, and the Hopes of a perpetual and laſting Friendſhip and Connection between Pundit Peiſhwa, the Rajah my Maſter, and the Engliſh Gentlemen, by an equal Balance of Intereſts; I immediately conceived the Deſire of departing inſtantly Expreſs, that,

having

having opened the Papers on the Road, I might arrive in ten Days at Poonah, and deliver the Treaty with my own Hands, and ſettle the Baſis of it with the Miniſters of Poonah in ſuch ſolid Manner, that on no Occaſion any Alteration or Defect might ever happen; and after I ſhould have adjuſted thoſe important Points agreeable to your Intentions, I might get my Diſmiſſion to go to Calcutta, where, being honoured with an Interview with you, I might inform you of every Thing which from a long Time has been upon my Mind reſpecting the true political Meaſures.

" But afterwards reflecting that it was not adviſable for me to be in ſuch Haſte before I had fully underſtood all the Contents of the Papers, I opened them in the Preſence of the Maha Raja, when all the Kharetas, Letters, Copies, and Treaties, were peruſed with the greateſt Attention and Care: Firſt, they convinced us of your great Truth and Sincerity, and that you never, from the Beginning to this Time, were inclined to the preſent Diſputes and Hoſtilities; and next, that you have not included in the Articles of the Treaty any of your Wiſhes or Inclinations; and in ſhort, the Garden of the Treaty appeared to us in all its Parts green and flouriſhing; but though the Fruit of it was excellent, yet they appeared different from thoſe of Colonel Upton's Treaty, (the Particulars of which I have frequently written to you,) and upon taſting them proved to be better, and very different when compared to the former Articles. How can any of the old and eſtabliſhed Obligations be omitted, and new Matters agreed to, which it is plain that they will produce and damage? Some Points which you have mentioned under the Plea of the Faith and Obſervance of Treaties are of ſuch a Nature, that the Poonah Miniſters can never aſſent to them. In all Engagements and important Tranſactions in which the Words, But, and Although, and Beſides, and Whereas, and Why, and other ſuch Words of Doubt, are introduced, it gives an Opening to Diſputes and Miſunderſtandings. A Treaty is meant for the entire Removal of all Differences, not for the Increaſe of them. My Departure to Poonah has therefore been delayed, and the Rajah, my Maſter, likewiſe having put off the affixing his Seal, ſaid, that although he was determined to ſign the Treaty as Guarantee, agreeable to your Letters, yet he could not ſuffer that after his Seal ſhould have been affixed, it ſhould be rejected by the others; that he muſt therefore conſider maturely before he ſigns the Treaty, that no one may afterwards make Objections to any Part of it; and after having laboured to explain it to them, to ſatisfy them and bring them over, they ſhould in any Manner not comprehend it, or join in it, we may then make uſe of that as a ſufficient Reaſon to act againſt them. But before we can be able to anſwer all their Queſtions and Doubts, we muſt firſt comprehend thoroughly ourſelves. Although theſe Lines which you have written in your Kharetas with the greateſt Truth and Sincerity, that ſuch Haſte was not your Queſtion; but that from certain Circumſtances you have, agreeable to the Advice of this Quarter, diſpatched a Treaty with all Expedition, in which you have reſtored every Thing taken in this War, and placed all Matters on the ſame Footing they were before the War, are very proper and friendly, and entirely conforming to the Articles of Colonel Upton's Treaty, inconſiſtent with preſent Intereſt and future Advantages, and will enſure the Perpetuity of Friendſhip, and render the Guarantee of my Maſter the Maha Rajah more ſecure; yet there is no Remedy for the Variations of the Times, which always produce a Hundred ſucceſſive Events of the ſame Kind, and in the Settlement of all Affairs cauſes ſo many as to endanger the Peace of the People, and the Security of the Property and Poſſeſſions of both Sides. Time does every Thing which he chuſes, and there is not the ſmalleſt Controul over him. But your Prudence and Wiſdom has undertaken this Matter with a thorough Knowledge of the Influence of Circumſtances. I entertain* *Intention* great Hopes that you will on all future Occaſions attend to every Thing which your old and ſincere Friends may write to you from the Sincerity and Friendſhip of their Heart, and without the ſmalleſt Partiality to the other Side; and by the Bleſſing of God our Alliance and Intimacy will go on encreaſing. But the great Diſtance of 800 Corſe from Calcutta to Naigpore, and from Naigpore to Poonah, which makes two Months, and to Poonah three Months, neceſſary for the going and returning of Coſids, cannot be remedied—What can I do? I am a Man, and have neither Feathers nor Wings, the Ground is hard and the Heavens are far off; I am unluckily far removed from the Preſence; had I been near you, I ſhould before this have informed you of every Particular relating to this Buſineſs, and have adjuſted every Thing to your Satisfaction; the Treaty would have been prepared in the beſt Manner, and great and many Advantages would have been derived from it, and I ſhould have acquired univerſal Praiſe: Even at preſent I am exerting myſelf to the utmoſt of my Power in promiſing what is incumbent on my Attachment, and am deſirous of ſpeedily bringing to a Settlement whatever Pundit Purdhaun may propoſe conducive to a thorough Reconciliation. I have therefore kept the Treaty with the greateſt Care and Caution in my Poſſeſſion, and having taken a Copy of it, I have added to each Article another, which appeared to me proper and adviſable, and without any Loſs or Diſadvantage to the Engliſh, or any Thing more in favour of the Pundit Purdhaun, than what was contained in the former Treaties. This I have ſent to you, and hope that you will prepare and ſend a Treaty conformable to that, without any Beſides, or If, or Why, or But, and Whereas, that as ſoon as it arrives, I may depart for Poonah; and having united with me Row Madajee Scindiah, and having brought over the Nabob Nizam ul Dowlah to this Buſineſs, I may ſettle and adjuſt all Matters which are in this bad Situation.

*Sic in Orig.

Situation. As ſoon as I have received my Diſmiſſion from thence, I would ſet off for Calcutta, and repreſent to you every Thing which for a long While I have had on my Mind; and by this Tranſaction erect to the View of all the World the Standard of the Greatneſs and Goodneſs of the Engliſh, and of my Maſters, and extinguiſh the Flames of War with the Waters of Friendſhip. The compaſſing all theſe Advantages and happy Proſpects depends entirely upon your Will and Conſent, and the Power of bringing them to an Iſſue is in your Hands alone. Further Particulars you will learn from my Letter to Beneram Pundit."

Poſtſcript the ſame as the one to the Rajah's Letter.

Tranſlation of a Letter from Maha Rajah Modajee Bhoſila to Beneram Pundit, dated the 16th Zehudja.

"I have lately received eight Arzies from you; the firſt two which arrived informed me that the Nabob had told you he reſolved to enter into a Treaty with Pundit Purdhaun under my Guarantee and Security; but that the Articles which you had propoſed did not meet with his Aſſent: That Dewan Dewagur Pundit need not take the Trouble of coming to Calcutta, and that you were at Liberty to come or go as you might chuſe. After this, one or two Letters arrived, acquainting me that the Nabob Amaud ul Dowlah had held a Council, at which he told you that he was determined on Peace. Three other Letters I received with the Treaty. As you had at firſt written that you were greatly affected by that Converſation, and wiſhed to retire to Benares, I wrote in conſequence of that to Hyderabad, to Poonah, and to Cuttack. About ten Days afterwards I received your Letters, informing me that Peace had been determined on, and all Doubts removed; and I learnt the Contents of the Treaty from the Perſian Copy of it. In the firſt Place, what regards Ragonaut Row is written in an inſincere Manner. Where Friendſhip is wiſhed for, and is under Diſcuſſion, no Word admitting of Doubt or Inſincerity ought to be uſed, and every Article ought to be written without the ſmalleſt Obſcurity. I have therefore not thought it adviſable to ſend my Miniſter Dewan Dewagur Pundit to Poonah with the Treaty. But if every Article of the Treaty had been plain and free from Doubts, the Dewan would certainly have been ſent to Poonah to employ himſelf for the Completion of Peace. This could not however be done; and the Length of Time which, from the great Diſtance of the Way, is requiſite for the arriving of Letters and the receiving the Anſwers cannot be remedied. But God is Witneſs of the Friendſhip and Affection which from my Heart I entertain for the Nabob; yet there is now no Remedy except the Execution of the Plan which the Nabob Nizam ul Dowlah and Pundit Purdhaun has ſettled. For theſe laſt fourteen Months I have continually written every Occurrence and Tranſaction without omitting the ſmalleſt Circumſtance; and in the Kareetah which I have now written to the Nabob, I have mentioned every Thing which was incumbent on my Friendſhip, and have alſo included all the Particulars of the Treaty. All other Matters you will learn from the Letters of Dewan Dewagur Pundit, who has written more fully to you."

(N° 4.)

Tranſlation of a Letter from Dewan Dewagur Pundit to Beneram Pundit, dated the 16th Zehedja, 13th December 1780.

"I have received your ſucceſſive Letters, dated the 17th, 19th, 22d, 24th, and 29th of Ramſaun, and the 1ſt, 7th, 21ſt, and 23d Shawal, and the 22d of Zekaida.—Firſt, two Letters arrived to the following Purport: That the Nabob Amaud-ul-Dowlah had told you that he was deſirous of concluding a Treaty of Peace and Alliance with the Chiefs of Poonah under the Guarantee of the Maha Rajah, but that he could not aſſent to the Conditions propoſed by us: That he had forbid my coming to Calcutta, and had told you were at Liberty either to ſtay or go; that you had accordingly for the Departure prepared. After that another Letter was received, in which you wrote, that the Nabob having held a Council, told you that he was reſolved to make Peace; and having called you into the Council, held a Conſultation with you on all Matters, and afterwards ſaid to you in private, that as the Maha Rajah had, from his great Friendſhip, written to him Letters containing all his private Secrets, which were more ſacred to him than his own Life, it was therefore incumbent on him to exert himſelf for the Completion of Peace, and that he had accordingly prepared a Treaty with Pundit Purdhaun, under the Guarantee of the Maha Rajah, which he was diſpatching, together with Kareetahs from himſelf. Three Kareetahs and Letters accordingly arrived, and were fully underſtood; and we learnt from them that Money had been ſent to Rajah Chimnajee Bahadre, with many other Particulars. As we firſt received Letters from you, acquainting us of the Treaty and Conditions not being approved of, and expreſſive of your Deſire to go to Benares, conformably to them we wrote to the Nabob

Nizam Ally Khan, to Poonah, &c. Ten Days afterwards other Letters were received. In them you wrote, that the Nabob Amaud-ul-Dowlah, from his great Favor, ſhewed you much Attention, and told you that he was ſettling a Peace with Pundit Purdhaun under the Guarantee of the Maha Rajah; that he would reſtore Baſſein and the Guicowar, and Gojeraut, and the Talooks of Kullean, but that they muſt unite with him for an Invaſion into the Country of Hyder Naig, and for his Reduction. All this we perfectly underſtood; and you beſides wrote, that in two or four Days the Treaty will be prepared and diſpatched. Accordingly, four Days after we received the Treaty, with three Letters.—This Treaty was written on one Side of the Paper in Engliſh, and on the other Side in Perſian; and *one of theſe Treaties there was a Seal; the other two were Copies without Seals.—After them arrived three more Copies of the ſame Treaty, and three Kareetahs addreſſed to this Quarter to Pundit Purdhaun and to Sindia.

* Sic in Orig.

" The Contents of the Treaty we learnt from the Perſian Side of it, and were fully comprehended by us. The Anſwers to every one of the Articles have accordingly been written to the Nabob Amaud ul Dowlah. Where Peace is really and ſincerely wiſhed for, it is proper to write every Article without Obſcurity: Had this Treaty been plain and ſincere, and without Doubts in all its Parts, I ſhould then have inſtantly ſet off for Poonah, where I ſhould have explained and ſatisfied them on every Point.—Firſt, the Opportunity was ſuffered to eſcape, namely, when I went to Poonah, and wrote myſelf to General Goddard and received his Anſwers. Had at that Time an Interview taken place between the General and Nanna Purnavees, all Miſunderſtandings would have been cleared up, and by this Time Hyder Naig would have been ſo entirely ruined, that neither his Name, nor any Time of his having exiſted, would have remained; and Pundit Purdhaun and the Nabob would have been one Soul in two Bodies: That Opportunity was loſt, and as Matters were referred to the Deciſion of Arms, Pundit Purdhaun readily conſenting to his own Diſadvantages, entered into Alliance with Hyder Naig on this Agreement, that they ſhould carry Ruin and Deſolation into the Country of the Engliſh; and the Nabob Nizam ul Dowlah wrote to Pundit Purdhaun, and having with him ſettled a Plan, brought us into this Diſtreſs againſt our Inclination and Wiſhes. Had I not agreed to this, I ſhould have been blamed for the Misfortunes of the Raje; and I, who am a Well-wiſher and faithful Servant of the Raje, ſhould have ſuffered every Reproach and Accuſation. As General Goddard had arrived at Hoſhungabad, and Mr. Weatherſtone had come to Naigpore, and they had been ſupplied from this Quarter with Bullocks for their Artillery, and all other Duties of Friendſhip had been performed, this was made uſe of as an Argument for blaming and accuſing us; and Pundit Purdhaun openly affirmed to me, that we had a cloſe Alliance and Friendſhip with the Engliſh Gentlemen; and at the ſame Time Monſ. Chevalier the French Chief, having eſcaped from Calcutta, had come to Cuttack in Hopes of Protection; and Mr. Elliot, who was coming to this Quarter, having arrived at Cuttack, requeſted him, notwithſtanding that in political Affairs it is very Blame-worthy to forſake a Perſon who has claimed Refuge with you, yet, in conſequence of our Friendſhip, we delivered him up. And although all the Inhabitants of this Country were diſpleaſed and blamed me, yet I conſidered ſolely my Friendſhip, and by this I had become obnoxious and ſuſpected. Having no Remedy, I found it abſolutely neceſſary for me to aſſent to the Plan, and in conſequence of that to raiſe 30,000 new Horſemen. It is now fourteen Months that we have laboured under inexpreſſible Diſtreſs, and been loaded with an Expence of Crores of Rupees for the Pay of theſe Troops, but without endangering the Friendſhip and Alliance of the Engliſh Gentlemen. I was deſirous to negociate a Reconciliation at any Rate between them and Pundit Purdhaun, in ſuch a Manner as to enſure the Perpetuity of the ancient Alliance of this Quarter with both Sides. During theſe fourteen Months, I have therefore continually informed you of all Matters, and have chearfully ſubmitted to all Difficulties and Diſtreſſes. But when the firſt Opportunity having been loſt, a Treaty is at laſt received, even in that the Concerns of Ragonaut Row are expreſſed in a doubtful and ambiguous Manner; beſides which, in the Affairs of Gwalior, Futty Sing Guicowar, and the Ranna of Gohed, there is great Room for Diſputes. The Particulars of all theſe Points are hinted at large in the Perſian Letter, and are too long and tedious to be repeated here. There is a Diſtance of nine hundred Corſe between us, and a conſiderable Time is loſt in ſending Letters and receiving the Anſwers. From unlucky Events and Circumſtances I have been compelled to ſend an Army under the Command of Rajah Chimnajee Bahadre; but how long am I to labor under the Difficulties and Diſtreſſes for the Pay of the Soldiers, which is immenſe? Though two or three Lacks of Rupees have been received, of what Aſſiſtance can that be, or how does that relieve us from the Weight of the Arrears? We have entered into Engagements with Pundit Purdhaun and the Nabob Nizam ul Dowlah; but that has not tended to the diminiſhing our Difficulties, nor can they be removed till Pundit Purdhaun and the Engliſh Gentlemen are reconciled. The Maha Rajah has accordingly exerted and employed his utmoſt Abilities for this Purpoſe, and has written to you on the Subject; but the Event has not turned out as he wiſhed and hoped for; and now that the Treaty is arrived, even in that there is great Room for Alterations. We are without Reſource and Remedy. God knows, and is Witneſs, whether I am the Friend or the Enemy of the Engliſh; but the Earth is hard, and the Heavens are far removed. The Nabob Amaud ul Dowlah is prudent and foreſeeing, and all the Difficulties of every Meaſure are well known to him: At any Rate he will not blame me. I am without the ſmalleſt Reſource, and can ſee no Remedy. Had the Engliſh Army under General Goddard never arrived at Hoſhungabad, what was then done would not have given Umbrage to the Decan People, and we ſhould not have been compelled to ſend an Army to Cuttack, and to ſubmit to ſuch a Weight of Expence; but we ſhould have been free and at Liberty in all Points, nor would any Difficulty have come upon us. From a Period of twenty Years our Friendſhip has been daily encreaſing; but from the Plan determined on by the Nabob Nizam ul Dowlah, which has occaſioned all theſe Diſtreſſes, I am fallen into great Embarraſſment. Had Peace been concluded between the Engliſh and Pundit Purdhaun, I was in Hopes that, from the Friendſhip of the Nabob, I might have requeſted ſome ſmall Aſſiſtance (on which Subject I accordingly wrote before, and the Nabob has kindly granted us three Lacks of Rupees). I alſo hoped that Pundit Purdhaun would likewiſe have given ſome Share, and that the Nabob Nizam ul Dowlah would certainly have contributed his Proportion, while we ourſelves would have conſented to ſuffer one Part of the Loſs, and would have repaid the Reſt out of the Country of Hyder Naig. But, on the contrary, this Proſpect has not been realized, and the Negociations are extended to an unforeſeen Length. The Will of God is ſuperior to every Thing. As yet, what Advantage has accrued to this Quarter from the Name which the Maha Raja has adopted, and from all the Pains and Exertions which I have taken during theſe laſt fourteen Months, and from the many Letters I have written, in which I continually ſtyle myſelf the firm Friend, the Friend, the Friend? Fourteen Months have now elapſed ſince we raiſed 30,000 Horſemen. If there were only paid three hundred Rupees, what a large Sum it would make? But the eſtabliſhed Allowances of this Country are 400 and 500 Rupees for each Horſeman, and ſome have even more than that; beſides which there are large Allowances to the Jematdars and other Officers: Conſider then well how great the Expence of the Whole muſt be. Having fully underſtood this Matter, you muſt explain it to the Nabob: For fourteen Months we have ſupported ourſelves, and how much longer muſt we wait in Expectation? It is incumbent on me to do any Thing that may promiſe a Relief from theſe Diſtreſſes; and if I am neglectful and dilatory in executing it, the whole State will be brought into Danger. I have never been guilty of the ſmalleſt Neglect, and yet I am without Reaſon blamed and accuſed, and I have continually written all Particulars; but the Will of God is ſuperior to every Thing. The Nabob muſt read with Attention every Syllable of the Perſian Letter which I have written to him, and muſt write back his Intentions. At this Time it is not adviſable to ſend the Army into Cantonments, and ſtill more imprudent to recall it, as nothing but Loſſes can be expected from acting contrary to the Plan which was determined on: Something muſt therefore be done. Should the Nabob think me inexcuſable for writing in one Manner, and acting in a different Manner, Diſtreſs for Money is my Excuſe, and for that I have no Remedy:—But if I was eſcaped from this Whirlpool, and was able to keep myſelf alive, my ſole Attention and Endeavors would certainly be employed in cultivating the Friendſhip of the Nabob, which I hope never to loſe; or ſhould the Nabob, forgetting this, give me the Name of Enemy, it is my Misfortune, nor can I remedy it; but ſtill I never give up my Friendſhip for him. The Expences of the Army have rendered me without Reſource. War and Hoſtilities are going on in two or three different Quarters; from one of theſe it is neceſſary to be free, and at the ſame Time Faith and Truth are to be obſerved. All theſe Particulars you muſt fully explain. Like the common Story of the Villager, ‘ If I mention it, my Mother dies; if ‘ I conceal it, my Father will eat an * emilan Dog.’ Both Caſes are difficult: In the ſame Kind of Dilemma, which I could not foreſee, am I fallen; and this the Nabob, who is unequalled in Wiſdom and Prudence, muſt reflect upon with Juſtice. I write from the Dictates of my Friendſhip; and ſhould the Nabob conceive different Ideas of what I write, I am remedileſs. Had the Treaty been written without Ambiguity, there would have been no Occaſion for all this. But it can never be conſented that Ragonaut Row ſhould remain in full Liberty to act as he pleaſes: For this Reaſon—that Madho Row Peſhwah, at the Time of his Death, putting the Hand of his Brother Narain Row into the Hand of Maha Rajah Janoojee Bhoſila, made them ſwear eternal Friendſhip; and that they would by all Means in their Power prevent the Connection from being broken: And Maha Rajah Janoojee Bhoſila procured the Releaſe of Ragonaut Row, who was at that Time in Confinement. The treacherous Conduct which Ragonaut afterwards obſerved towards Narain Row, who had a thouſand Rights veſted in himſelf, is well known. After the Murder of Narain Row, the Maha Rajah entered into new Engagements, that though he could not act in any hoſtile Way againſt Ragonaut Row, yet he would never ſuffer him to be at Liberty to act as he ſhould pleaſe. This, therefore, never can nor will be agreed to; and as it was not poſſible to be Security for ſuch an Article, the Treaty has therefore not been ſent to Poonah, but has with Letters been carefully kept here, and ſhall be diſpatched on the Receipt of your Anſwer. How can Pundit Purdhaun at this Time act inimically againſt Hyder Naig? if he ſhould, no one in the whole World would ever again confide in him: But in the Family of the Peſhwa there is no Want of Faith, that they ſhould break their Engagements with a Perſon who ſolicited their Friendſhip. Beſides, at this Time Hyder Naig has, in conſequence of his Connection with the Peiſhwa, exerted all his Abilities: They muſt wait till Hyder is guilty of ſome Infringement of

* Sic in Orig.

his Engagements, which at preſent he faithfully obſerves. The Opportunity of this Attack, which I informed you of in the Month of Cautick, upwards of fourteen Months ago, and which perhaps you recollect, or have Letters reſpecting it, was ſuffered to eſcape. If the Plan had been executed agreeable to my Information, by this Time no Mark of him would have remained; but at preſent, that to maintain their Friendſhip he has exerted himſelf in this Manner, how can they act with Enmity againſt him? All this has proceeded from the War, and no Advantage has been derived from it. The Chief of Bombay gave Riſe to theſe Hoſtilities and Enmity, and has brought Matters to this Paſs. No Fault laid in the Nabob. The Nabob was compelled to protect the Honor and Reputation of the Engliſh; and had he not attended to that, it would have given Occaſion to unlucky Events. All the preſent Circumſtances are owing ſolely to his Wiſh to maintain his Honor. If all theſe Miſunderſtandings can be removed through the Mediation of the Nabob Nizam ul Dowlah or Sindiah, it makes no Difference. I am certain that Nabob Amaud ul Dowlah will now not write me any Letter; for this Reaſon, becauſe Rajah Chimnajee is on the Borders of Bengal, and perhaps ſome Damages have been done by him, and which have given the Nabob ſome Diſpleaſure. Let the Nabob think what he pleaſes, I am ſtill his ſincere Friend; but Misfortunes have no Remedy."

In the Hand Writing of the Dewan.

"God knows what Diſtreſs I have ſuffered, and how great have been the Expences of 25,000 Men, which we have raiſed within theſe fourteen Months. I am now within Remedy, and am in Embarraſſment from two Quarters. On one Side there are Treaties and Engagements, and on the other a long and eſtabliſhed Connection of Friendſhip. I know not what to do. The Nabob is wiſe, and is well convinced of the Variation and Fickleneſs of Times and Circumſtances."

Poſtſcript written in Perſian.

"You write in your Letters of the 22d and 30th of Ramzan, regarding "A Negociation "taking place for Peace, the Conferences with the Council, and that after much Diſpleaſure the "Governor had approved, and come into a favorable Diſpoſition to make a Treaty, to abide by "the Engagements entered into by Colonel Upton, to withdraw entirely from Guzerat, the De- "pendencies of Surat, Conkan, and the other Places which have lately been taken poſſeſſion of, "and until a Treaty can be effected, to ſtop all Operations." All this is extremely right and laudable, and tends to perpetual Advantages. The Anſwer which you gave in the Conference with the Council, and to the Governor, was extremely proper—A hundred and a hundred Praiſes. The Wiſhes of my Heart to eſtabliſh Truth and Sincerity, and what tends to evince my Deſire of promoting the Welfare of the Engliſh, have been ſtrongly demonſtrated, and will continue to be ſo in your Meaſures and Obſervations, which were equally prudent and wiſe. True it is, that * Expence is the Touchſtone which diſcovereth the Value of a Man. All is very proper, provided that the Treaty from that Quarter is concluded with Candor and Truth, and with regard to former Treaties; and that the Places which have been taken poſſeſſion of be given up, great and ſmall; that Favor be not ſhewn to Ragoonaut Row, and that he be delivered up to the Row Pundit Purdhan. I have the fulleſt Confidence that the Governor, without further Stickling or Debate regarding any of theſe Articles, will pay a Regard to the future, and conſulting true Wiſdom, will ſend a Treaty concluded with a ſincere Diſpoſition; ſo that I may have no Doubts or Difficulties in ſpeaking or writing to the Pundit Purdan and his Miniſters, that I may take a determinate Part in enforcing their Acquieſcence, and that I may diſpoſe the Nabob Nizam ul Dowlah and Scindia with Unanimity, both in Terms and in Meaning, to join in promoting theſe Meaſures. But it is above all Things neceſſary that Letters ſhould be ſent to me, addreſſed to the Nabob Nizam ul Dowlah, and alſo to Scindiah, the Pundit Purdan, and Balajee Row Jemarder. And it is highly requiſite that the Satisfaction of Nizam ul Dowlah, and the ſettling of his juſt Pretenſions, ſhould be effected through the Channel of this Court; ſo that with the Aſſiſtance of the ſaid Nabob and Scindiah, I may take Meaſures to lay a proper Foundation for a Treaty with Pundit Purdhan. It muſt not depend entirely on the Negociation of Mr. John Hollond; for if that Gentleman is employed, it will not be in our Power here to make ſure of the Aſſiſtance of the above-mentioned Nabob; he will be drawn another Way; and this will be the Means of interrupting the whole Buſineſs. As that Gentleman will write in one Style to Calcutta, and I in another hence, a Difference will ariſe which will occaſion Doubts and Suſpicions. It is particularly neceſſary to be careful to prevent this; for the Nabob is the firſt and moſt diſtinguiſhed of the Chiefs of the Dekan; and he is in ſome Meaſure ſatisfied with the Engliſh Gentlemen on the Reſtoration of Murtoznagur. It is therefore very adviſable that he ſhould be conciliated by Civilities and Profeſſions, and the Settlement of his juſt Pretenſions, and thereby brought over to co-operate in promoting the deſired Objects. You write, that the

* Sic in Orig.

Governor, after expreſſing many Doubts and Objections about ſupplying the Expences of the Troops which are arrived at Cuttack, and after you had ſatisfied him, ſaid, "The Gentlemen of " the Council will not agree; for my own Part, I approve of it. For the preſent I will give thus " much Money; but the Troops of this Place are going to Madras: Let near 3000 Horſe of " the Troops which are at Cuttack accompany them, ſo that they may arrive in ſafety at the " Place of their Deſtination; but let nothing be ſaid of the Chout of Bengal; for this would draw great " Diſcredit on me with the Council and the Engliſh; and where Advantages of Crores and Lacks " are in Contemplation, it is improper to look to ſuch inconſiderable Objects. Some Compen- " ſation will be found for it." The Caſe is this: In all the Correſpondence which has paſſed during two Years, not a Word has ſlipped from my Pen that has had the leaſt Relation to Avarice or Self-Intereſt: But I am embarraſſed on account of the Troops which are arrived at Cuttack, from my Friendſhip to both Sides; namely, the Pundit Purdhan and the Engliſh. They are prevented from ravaging any of the Engliſh Territories from a Regard to the latter; and they are prevented from returning *from returning** from a Regard to the Plan which has been laid down by the Pundit Purdhan. I am perplexed, therefore, betwixt a Regard to my Friendſhip: I had no other Motive in what I wrote. But two poſitive Conditions are propoſed by the Governor before he will agree: The one is, to relinquiſh the Chout of Bengal, out of the Friendſhip to the Engliſh: The ſecond is, to ſend 3000 Horſe along with the Officer who has been detached to Madras. The Caſe is this: The Exertions which were made by the late Rajah to obtain the Chout, the Labors he went through, and the Valor he diſplayed, are as apparent as the Sun. In theſe Wars, Worlds were overturned, Multitudes were trampled under the Feet of Horſe—the Treaſures and Goods of Merchants, Bankers, and Inhabitants of that Country, were plundered and deſtroyed; and two-and-twenty of the moſt diſtinguiſhed Chiefs of this Country, together with many of their Companions and Friends, from the Treachery of the Soubah of Bengal, fell in the Service of their Maſter; till at length, our hereditary Right and Property of the Chout was fully eſtabliſhed and confirmed. Although an Union with the Engliſh, the greateſt Advantages can be obtained, yet how can we relinquiſh theſe Rights and Intentions which commemorate the Fame of our Anceſtors, without forfeiting at the ſame Time our Dignity and Rank as Princes? In the ſame Manner as the Governor ſays Diſcredit would be drawn upon him with the Council, ſo would this draw upon us the Contempt of all our Neighbours. What therefore is written regarding the Relinquiſhment of the Chout of Bengal, is no ways proper. It is adviſable that our Name ſhould be preſerved in that Soubah; but except this, mention any other Difficulties which occur, ſo that they may be obviated. In preſerving the Name of our Chout, great Advantages will be derived to the Engliſh. Every one will be afraid to invade their Country: This will be a great Advantage. If Troops were to be put along with the Officer of the Engliſh, Intelligence thereof would doubtleſs be carried to the Peſhwa and Nizam ul Dowlah; and they will ſay with Certainty, that Bhooſilah and the Engliſh have in their Hearts been ſecretly united, and now it is diſcovered. He is in fact, therefore, one of the Engliſh, and we muſt concert Meaſures and provide againſt him. All that has then been written to Poonah and to the Nabob, regarding Peace and the Treaty which is coming from Calcutta, will be rendered ineffectual, and a War will be occaſioned with the Chiefs of the Dekan. Then at leaſt 50,000 Horſe, beſides the neceſſary Stores and Ammunition, muſt be got ready before any thing can be done. By the Bleſſing of God whenever my Letters arrive, as many Troops as are wanted can be procured, but I am without Money. As the Courage and Bravery of the Family of Bhooſilah is well known, great Revenues would be neceſſary. Although with the Spirit and Ability of the Engliſh, the Aſſiſtance of Crores and Lacks is not ſo very great a Matter; and Men who accumulate Treaſure, accumulate it for ſuch Days as theſe: Yet when ſo many Objections are made to aſſiſt in paying the Expences of the Troops at Cuttack, how can I place my Expectations in obtaining larger Heaps?—If ſo much Spirit be ſhewn from that Quarter, I am ready; and I know well that this will not be done by the Council. As the Friendſhip of the Engliſh is at all Events the firſt and moſt neceſſary Conſideration, I will therefore exert myſelf in eſtabliſhing Peace: For the Power of making Peace with all is the beſt Object. To this, all other Meaſures are ſubſervient; and this will certainly be done by them (the Engliſh). You write, that after having laid the Foundation of Peace with the Pundit Purdaan, it is requiſite that ſome Troops ſhould be put along with General Coote againſt Hyder Naig, and take Poſſeſſion of his Country, when all theſe Engagements and Propoſals may be aſſented to. My Reaſon is confounded in diſcuſſing this Suggeſtion. At a Time when Hyder Naig is in every Reſpect in Alliance with the Peſhwa, and has aſſiſted with his Soul and Life to repel the Engliſh, for us to unite our Troops with thoſe of the Enemy, and endeavour to extirpate him, would not this fix the Stamp of Infamy upon us for ever? Would any Prince, for Generations to come, ever after aſſiſt or unite with the Peſhwa? Be yourſelf the Judge; and whether ſuch a Conduct would become a Prince or not? Why then do you mention it? Why do you write it? The Caſe is as follows: At firſt there was the utmoſt Enmity betwixt Hyder Naig and the Pundit Purdaan, and there was the fulleſt Intention of ſending Troops into Hyder Naig's Country; and after the Concluſion of the War with Bombay, and the Capture of Ragonaut Row, it was firmly reſolved to ſend Troops into that Quarter, and a Reliance was placed in the Treaty which was entered into by the Gentlemen of Bombay before the War; but when Ragonaut Row again went to them, and General Goddard was ready to commence Hoſtilities—when no Regard was paid to the friendly Propoſals made by us and the Pundit Peſhwa—when they deſiſted from coming to Poonah agreeable to their Promiſe, and a categorical Anſwer was given to the Deputies from Poonah; the Miniſters of Poonah then conſulted amongſt themſelves, and having adviſed with the Nabob Nizam ul Dowlah, they conſidered, that as Enemies were appearing on both Sides, and it would be difficult to cope with both, what was to be done? Peace muſt be made with one of them; and War muſt be carried on with the other. They wiſhed above all Things in their Hearts to make Peace with the Engliſh Gentlemen, and unite with them to puniſh Hyder Naig. But theſe Gentlemen had plainly refuſed to enter into any Terms of Reconciliation; it was therefore adviſable to accommodate Matters with Hyder Naig: Although he had long been an Enemy, what elſe could be done? Having nothing elſe left for it, they were compelled to enter into an Union with Hyder: But as the innate Diſpoſition of that Prince is compoſed of Ingratitude and Infidelity, and he can never ceaſe to err, it is certain that he will violate the Treaty, and yield a Pretence that will render it adviſable for us, in Conjunction with the Engliſh, to take Vengeance without incurring the Imputation of a Breach of Treaties. We muſt therefore wait for an Opportunity when he ſhall commit ſome Fault, and doubtleſs he will commit one; but the Time and Opportunity are ſtill to come; and this is the Way: After the Treaty, formed with Sincerity and Candor, arrives from your Quarter, I will ſet out for Poonah to conclude theſe important Matters, and will accompliſh every Thing as wiſhed for; I will unite Sindiah with me, and I will ſatisfy the Nabob Nizam ul Dowlah; and as the utmoſt Diſguſt ſubſiſts in the Hearts of the Miniſters and Nizam ul Doulah againſt Hyder, yet, for the Sake of Appearances, as ſome Pretence is neceſſary, we muſt conſult together—find out ſome Accuſation againſt him. We muſt fix all our Thoughts on this. But ſome little Delay is neceſſary to effect all theſe Objects. This you will well underſtand; and be not impatient. Things which at firſt can eaſily and ſpeedily be accompliſhed, from the Viciſſitude of Affairs, may afterwards be difficult. At preſent the Eſtabliſhment of Peace between the Engliſh Gentlemen, the Pundit Purdaan, and the Nabob Nizam ul Dowlah, is highly expedient; and, as I formerly wrote, the Loſs which each Party has ſuſtained from keeping up their Armies, may be indemnified from ſome Operations carried on by them in Conjunction. This is certainly true. In former Times it might have been done immediately: If now a Delay of ſome Days muſt take place, it does not ſignify. What comes ſlowly comes well. The Root and Exiſtence of Hyder Naig will in Progreſs of Time be extirpated. To conclude—Formerly a long Correſpondence of this Kind took place with Lord Clive, which aroſe from a cordial Friendſhip on both Sides. After that no Correſpondence was kept up, till knowing the diſtinguiſhed Character of the preſent Governor, and finding that he was capable of comprehending all theſe Objects, an Intercourſe and confidential Communication has been eſtabliſhed. God, who ſeeth the Inſide of all Hearts, is a Witneſs whether this proceeds from Intereſtedneſs or from the ſincereſt Friendſhip. The Event will infallibly evince, that it would be difficult to find throughout the whole Extent of the Deckan, and of India, a Friend ſo truly attached as the Rajah my Maſter.

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* Sic in Orig.

" Poſtſcript.

" To the Letter which you wrote to Bowanny Pundit to this Effect—that if Pundit Purdaun ſhould not be ſatisfied with the Treaty, on account of the News of Hyder Naig, *it is proper that you ſhould not be ſatisfied with the Treaty, on account of the News of Hyder Naig**, it is proper that you ſhould cultivate the Friendſhip of the Engliſh, becauſe many Advantages may ariſe from it, and the Governor reckons you his firm Friend. I hope that all theſe Advantages, agreeably to my Inclinations, will be brought about. This is the Anſwer: That after the Arrival of the true and undiſſembling Treaty from Calcutta to this Effect, to forſake Ragonaut Row, and to deliver him up to Pundit Purdhaun, and to reſtore all the Places in the Konkun and Guzerat, and the Talooks of Hind, I will go to Poonah, and will get it confirmed in Perſon, and will get a Treaty on his (the Peſhwa's) Part; and whatever is in my Heart, I ſhall get eſtabliſhed in the Treaty. But if the Peiſhwa does not agree to this equitable Treaty, and peremptorily refuſes it, I will write to you (agreeably to your Letter) whatever is proper to be written. To keep an Army, much Money is required; but I ſhall in no Reſpect be neglectful in preſerving Friendſhip with the Engliſh; and withdrawing from all others, will adhere to them."

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* Sic in Orig.

Tranſlation

Tranſlation of a Letter from Rajah Seena Bahadre, to Beneram Pundit, dated the 23d Suffer, and a Duplicate to the ſame Purport. Received the 26th February.

“ Having committed many Particulars verbally to Biſſumber Pundit, I diſpatched him to your Quarter. All thoſe Particulars you will have underſtood, as alſo the Letters which have ſince been written to you. From the Friendſhip of the Nabob Amaud ud Doulah, we are loaded with the Reproaches of Pundit Purdhaun, and Nizaum Ally Khaun; and out of Regard to the Friendſhip of the Nabob, no Objection or Oppoſition has been made to the March of Colonel Pearſe. But how will the Event of this appear? The Maha Rajah formerly wrote to me, that he was at a great Diſtance, but that the Nabob was near me; and that whatever was proper, I ſhould write to the Nabob, and act agreeable to his Advice. Accordingly, to this Time, I have acted in that Manner; and it is therefore incumbent and neceſſary for the Nabob, in conſideration of his Friendſhip, to think of and ſettle ſome Plan for the Relief of our Diſtreſſes. You muſt now explain fully to the Nabob this Letter, and ſatisfy him, and inform me of its Succeſs. After the Diſtreſſes of the Army ſhall have been removed, and the Foundations of our Friendſhip ſtrengthened, great Advantages will accrue, to this Time. From an Attention to my Friendſhip, I have readily ſubmitted to theſe Expences and Reproaches which have been thrown upon us by Pundit Purdhaun, and Nizaum Ally Khaun. The Nabob Amaud ud Dowlah is wiſe; it is neceſſary that he pay Regard not to the Money, but to the Friendſhip of the Maha Rajah, and that he perform what ought to be done. This Friendſhip will be of great Utility. I diſpatch this Letter under Charge of two Coſſids. Return them with an Anſwer ſpeedily.”

In the Rajah’s Hand. “ I have ſaid to Biſſumber Shu Bheder, whatever was proper to be ſaid. He will have made every Point known to you. Send him back hither ſoon, and return a ſpeedy Anſwer.”

(N° 6.)

From Bowanny Pundit Appa to the ſame, 23d Suffeer.

“ Having committed ſeveral Points of Negociation to Biſſumber Pundit, I have diſpatched him to your Quarter; and afterwards other Letters were ſent, which you will have received, and underſtood the Contents: You will now learn all Particulars from the Letter of the Rajah. From the Friendſhip of the Nabob, great Expences and Diſtreſſes have come upon us, and Serement Row Pundit. Purdhaun, and the Nabob Nizam Ally Khaun, have reviled and reproached us. It is therefore incumbent on the Nabob, not to pay any Attention to the Money, but to the Friendſhip of the Maha Rajah. You are a Well-wiſher to both Sides, and muſt explain this in a proper Manner, and ſend a ſpeedy Anſwer.”

In the Pundit’s Hand. “ Mr. Anderſon arrived; but no Opportunity offered for an Interview. He has ſent the Letter which was with him, and which I underſtand. We have done what the Nabob requeſted, and the Nabob muſt now keep his Eyes on the Friendſhip of the Maha Rajah. It is incumbent on his Friendſhip to give us Relief on the Article of the Pay to the Army. By ſo doing, the Nabob would inſure great Advantages to himſelf.”

(N° 7.)

From Rajah Ram Pundit to the ſame, 23d Suffer.

“ I have before this written to you all Particulars, which you will have underſtood. Biſſumber Pundit having obtained Permiſſion from the Preſence, ſent for me from Cuttack. When I arrived at the Army, by the Advice of the Pundit, and agreeable to your former Letters received at Cuttack, I explained every Particular in a proper Manner to Appa Sahib, and repreſented them likewiſe to the Rajah. I alſo ſpoke, at Biſſumber Pundit’s Deſire, reſpecting the March and Stations of the Army; and got it ſettled that Colonel Pearſe ſhould march, without any Moleſtation, with his Army, ſuch Days Journies as he may chuſe. Accordingly all the Requeſts of Biſſumber were agreed to, and the Pundit has been diſpatched to the Nabob and to you. Do you now execute whatever Plan may bring Things to an iſſue. I am the leaſt of the Servants of the Sirkar. Out of regard to the Friendſhip of the Nabob, we, for ten Months, to prevent the ſmalleſt Injury being done, detained the Army in Cuttack; and to the Extents of our Abilities to bear, brought into theſe Diſtreſſes, not only ourſelves, but our Relations, Friends, and Allies, and attempted to defray thoſe Expences. Biſſumber Pundit is well acquainted with the Sentiments, Views, and Wiſhes of this Quarter, and will have explained them to you. I have, to complete the Point you propoſed to me, ſpoken to the Appa Sahib, and by procuring a free Paſſage for the Battalions, have, with my Eyes open, ſubmitted to a heavy Reproach; and leaving only the Propriety of this Matter to you, I have executed it, as this was for the Intereſt and Advantags of both Governments: But how long is this Friendſhip to be maintained through the Intervention of others?—The Nabob, from his Wiſdom and Prudence, having conquered the whole Country, has for theſe twenty Years ſent to Europe large Sums of Money; and it is well known that for theſe twenty Years the Maha Rajah has never once ſent an Army towards this Country; and as he for ten Years did not think the Friendſhip of the Nabob adviſable, the Nabob remained in Peace, attending to the Management of his Country, and to raiſing his Glory. If I was to make an Account of the Chout, to how much would it not amount?—But Fear of God is neceſſary. For a whole Year an Army of 30,000 Horſe has remained with their Eyes towards that Quarter, and continued within their own Limits, and did not commit the ſmalleſt Injury in the Country of Bengal, to the Damage of even a dry Leaf. Much Money will be received; but it is difficult for this Seaſon, and the Advantages of Friendſhip, to be attained. I am now releaſed from this; the Blame of it belongs to the Nabob. I performed the ſame friendly Offices at Hoſhungabad, and enabled them to go on in Safety to Surat; and in this Place what could be my Motive for delivering up the Frenchman to the Nabob? God is Witneſs that it was to give Pleaſure to the Nabob. It is now univerſally known, that I procured a Paſſage for the Battalions: Should the Nabob at this Time alter his Sentiments, God will bear Witneſs. This Time is diſtreſſing: The Soldiers pray that they may be led to Battle and Plunder; and daily and nightly make this Requeſt. You will explain all theſe Particulars to the Nabob in a proper Manner; and having ſettled it, write me Intelligence of it. The Seaſon of Opportunity is gone; this may be of great Conſequence and Advantage. If he is inclined to maintain and Support his Greatneſs, let him remain firm in his Friendſhip for the Nabob: Reflect on this maturely. As I am ſatisfied as to the Pay of the Army, I will do every Thing which may be for the Intereſts of the Nabob. Having ſettled this ſpeedily, inform me of it."

(N° 8.)

From Hurry Hurr Maha Deo, 26th Saffur.

"Your Letter, dated in Suffer, was received the laſt Day of that Month. According to your Deſire, I am going with Munajee Pundit to the Army; after my Arrival there I will repreſent all Particulars to you. I have heard that Biſſember Pundit being arrived at Balaſore, is remaining there in Expectation of ſeeing Mr. Anderſon; before this, he is doubtleſs arrived in Calcutta. Colonel Pearce is arrived with his Army at Balaſore, and Burgerunt Row Nanna has had an Interview with him. At this Time, Letters are received from Rajah Seenah Bahader and Rajah Ram Pundit to Dewan Huderam, and Munjoo Chowdry, to this Purport; that between the Nabob Amaud ud Dowlah and the Maha Rajah, the firmeſt Friendſhip exiſts; that Colonel Pearce is going with an Army to oppoſe Hyder Naig; that I muſt therefore come immediately to Gunneſs Nagur Ghaut, and prepare the Ferry-boats, for the Army to croſs as ſoon as they may arrive there; and that Munjoo Chowdry, and Namdar Khaun, muſt accompany them to the Limits of Ganjam; that I muſt quiet the Inhabitants of the Town, and prevent their conceiving any Apprehenſions that the Battalions are going to Madras, and will do no Injury; and that I muſt give poſitive Orders to the ſame Effect to Shabeg Khaun and Nabur Khaun, &c. who, on the other Side of the River Gunjoory, whatever* further may learn, will repreſent to you."

* Sic in Orig.

(N° 9.)

A Second Letter from Rajah Ram Pundit to Beneram.

"Whatever I and Biſſember Pundit together repreſented to the Rajah and Appah Sahib, will have been made known to you by the Pundit who has been diſpatched from hence. Colonel Pearce has had Permiſſion to march, and ſtrict Orders have been given to the Beoparies to furniſh him with Proviſions; and having ſent an Agent from us with him, he has been forwarded to the Southward from the Neighbourhood of Cuttack. Biſſember Pundit, at the Time of his Departure, petitioned from the Preſence, that they would not leave Cuttack till he ſhould addreſs an Arzie to them after his Arrival at Calcutta. The Troops here complain greatly that they came in the Hopes of enriching themſelves in the Country of Bengal; and that to this Time they had neglected all thoſe Hopes of acquiring Money and Goods; that they had now, for the Sake of Friendſhip, given a free Paſſage to Colonel Pearce; that they muſt now either give them Intelligence where to get their Money, or elſe ſuffer them to ſhew their Courage and Activity. How long are theſe Diſcourſes to laſt? We are anxiouſly expecting Letters from your Quarter: We have performed the Duties of Friendſhip. To this Time, you and I have, in all Caſes and Seaſons, exerted ourſelves in repreſenting all Matters, and pointing out the Opportunities. The Execution of every Thing depends upon the Nabob. He will do whatever is right.

(Nº 10.)

From Bowanny Pundit Moonſhy to Modajee Bhoſilah, to Beneram Pundit: Dated 20th Mohurrem, and received in Calcutta the 22d Suffer, 21ſt February.

" Your Letter, dated the 6th Zeheidja, arrived on the 9th Mohurrem, under Charge of the Coſſids of Teekchunder Meerdha, together with Hindoſtanny Letters addreſſed to the Maha Rajah my Maſter and the Dewan, and the Receipt of it made me acquainted with all Particulars, and gave me the greateſt Satisfaction. You write, that at firſt you could not agree in any Point of your Converſations, till after the Arrival of the Letters from the Preſence, and from Dada Sahib, when, on the contrary, every thing was unanimouſly aſſented to; and the Paper of Advice and Requeſts, and all the other Points were approved of agreeable to what they had written. That upon theſe Particulars being determined on, Kareetahs and Letters from the Nabob, with a Treaty under the Seal and Signatures of the Council, written in Engliſh and Perſian, and with Letters from you, were diſpatched by the Way of Benares, and by that of Cuttack, and that the Letters from hence were returned by the ſame Conveyance; that as yet no Anſwer had arrived to any one of them, which Circumſtance had thrown you into the greateſt Terror and Apprehenſions, leſt theſe Papers, containing Secrets of ſuch Importance, ſhould not have arrived ſafe at the Preſence, but ſhould have been loſt in the many Dangers of the Road. That you requeſt the Receipt of them may be acknowledged as ſpeedily as poſſible, in order to reſtore Tranquillity to your Mind. That you have, agreeable to the Contents of the Letters from the Preſence and Dada Sahib, dated the 20th of Ramzaun, repreſented to the Nabob the Means of ſupporting the War on all four Sides, which requires the Preſence of an Engliſh Army in every Quarter, and will be attended with a conſiderable Expence; and that you enquired of him, in caſe he ſhould not adopt this Plan, and ſhould not chuſe to incur ſo great an Expence of Money, in that Caſe, what Advice and Reſolution he would take, and what he would determine on for us; and if he does not act in that Manner, what other Plan he has adopted. That the Nabob is accordingly meditating on the above-mentioned Points, and has begun to ſettle about the Money, which would be entirely adjuſted after the Arrival of the Anſwers from hence. That the Nabob declares, that he has given up the aſſiſting of Ragonaut Row ſolely out of Friendſhip for the Maha Rajah, for, that otherwiſe, there are many Chiefs and Miniſters in Decan who are ambitious, and who would give Money and Treaſure for Aſſiſtance. That at this Time Keeſo Butt, a truſty Servant of Ragonaut Row, is come for this very Purpoſe, on the Part of ſeveral Perſons of Credit and Diſtinction, and promiſes Money on Condition of Ragonaut's being placed on the Throne; but that he pays no Attention to ſuch Promiſes, being reſolved to maintain the Friendſhip of the Maha Rajah, and never to aſſiſt Ragonaut Row; and that now he has ſent the Treaty, he can never think of giving any Aſſiſtance; and that he is anxious for the Receipt of the Anſwers from hence. That you ſaid in Anſwer, that the Maha Rajah alſo was, in every Situation, attentive to his Friendſhip, and would, without Doubt, act agreeable to what the Nabob had written. That it is adviſable to ſend an Anſwer as ſpeedily as poſſible, becauſe, in ſhort, to this Time, every Converſation and Negociation has been founded on a Deſire for Friendſhip and Alliance; but what is learnt from the Letters of Bowanny Pundit Bukſhy being of a contrary Nature; and Rajah Chimnajee Baboo * *of a contrary Nature, and Rajah Chimnajee Baboo* having left his Cantonments and encamped, and intending to enter the Engliſh Dominions, Colonel Pearſe, an Engliſh Chief, has been ordered to march with eight Battalions by Land: That they are waiting in Expectation of the Anſwers from hence; if theſe arrive ſoon, it is well; if not, they will not long remain patient, but will march forwards and begin Hoſtilities; and the Valour and Courage of the Engliſh, which is univerſally known and extolled, will give a bad Iſſue to the Matter, the Receipt of the Money will be prevented, and Plunder and Rapine muſt be expected in the Room of it. That it is therefore moſt adviſable to remain on friendly Terms with the Engliſh, and to enter into Alliance and intimate Connection with them, and at all Events to effect a Reconciliation between them and Pundit Purdhaun. That you have, agreeable to the former Letters from hence, ſet on Foot a Negociation reſpecting the Money, of which there are required ſeveral Lacks, and that you will inform us of whatever may be determined after the Arrival of the Anſwers from hence. What you write conformably to the Letter from hence, dated the 2d Zekaida, that although the Favors which the Nabob ſhews to you encreaſe daily, and although he has a ſincere Affection for you, yet, if it is the Pleaſure of the Preſence that you ſhould remain, you muſt be informed of it, otherwiſe you will go to Benares. All theſe Particulars are perfectly underſtood; and from the Newſpapers of the Royal Durbar the Manner and Method of all the Affairs at the Durbar, and the open and undiſtinguiſhed Proceedings in tranſacting all the Concerns of the Sultanut and Country, were likewiſe fully learnt; and the Paper containing the Preparations of the Engliſh in collecting Troops at Benares, Illahabad, Fizeabad, the Neighbourhood of Gwalior, and in the Carnatic, was peruſed, and the full Particulars of your Letter, together with the Abſtract and Abridgement of ſeveral ſecret and important Points, were, in a proper and complete Manner, explained to the Maha Rajah and his Miniſters, and the informing us of all Occurrences, and of the Situation of Affairs, which you, at this Diſtance, ſend continually and repeatedly, the explaining the concealed Parts of all Matters, the Diſcovering the Whole of our Views and Wiſhes, the foreſeeing the End of every Thing at the very

Commence-

* Sic in Orig.

Commencement of it, the holding faſt in your Hand the Chain of Caution and Circumſpection for the Intereſts and Advantage of your Maſter; the being from your Heart and Soul employed in maintaining Truth and Faith, and in obſerving the Duties of Gratitude; your keeping up at the Durbar of the Engliſh, a Diſtinction and Superiority above all the Reſt, have gained you the Favor and Affection of the Maha Rajah and his Miniſter; and the Advantages to reſult from that will, by the Bleſſing of God, ſhortly appear to the utmoſt of your Wiſhes. Knowing it to be incumbent on my Friendſhip to give you the earlieſt Intelligence of this lucky Event, I have written it to you.

The Kareetahs and Treaties which were ſent in Duplicate by the Way of Benares, are all ſafe arrived, and Letters from you were received accompanying them, beſides a ſeparate Letter conformable to what you wrote; but, by the Way of Cuttack, no Kareetah or Letter was received. In Anſwer to theſe, Kareetahs and Letters were diſpatched at two different Times, under Charge of the Coſſids which came from your Quarter, accompanied by others from hence, firſt, from Ram Teez the 15th Zeheidja, and afterwards from Naigpore the 2d Mohurrem. Doubtleſs, they have arrived in ſucceſſive Order, and have made you acquainted with all the Contents. You need not be under any Apprehenſion reſpecting the Arrival of the Letters of the Nabob and Nizam Ally Khan, which you ſent back, as they were ſafely received at the ſame Time as the Letter for Zuffer ud Dowlah; but two Papers of News, written by Kiſhin Row Billall remain with you; thoſe likewiſe you will without Doubt ſend. The Letter which I wrote to you under Date the 6th Mohurrem, and diſpatched under Charge of Coſſids belonging to the Sirkar, was written conformably to the Orders of the Maha Raja, and the Directions of the Dewan, and was free from all Obſcurity and Diſguiſe; was full of Truth and Sincerity, and had not the ſmalleſt Degree of Doubt, Excuſe, or Diſſimulation: And at this Time alſo, whatever I heard from the Maha Rajah my Maſter, and from his Miniſter, I have written in the fulleſt Manner: It is as follows; that what the Nabob has ſaid, namely, that notwithſtanding the Engliſh Forces are ſtationed in all Quarters from Benares and Illahabad as far as Gualior, and from Cokun to the Carnatic, for the Settlement of the War, and Diſputes from the four Quarters, and for the Recovery of their Military Reputation, and for ſupplying the Expences required by theſe Meaſures; and that notwithſtanding that many of the Chiefs and Miniſters are inclined towards Ragonaut Row, and promiſe to ſupply large Sums of Money in caſe of his being reſtored to the Throne; yet he has, ſolely with a View to pleaſe the Maha Rajah, ſent of himſelf a Treaty, and has deſiſted from all Aſſiſtance of Ragonaut Row, for that otherwiſe, to this Time, he had no Inclination to enter into Peace and Alliance with them; that he is anxiouſly expecting the Anſwer of the Maha Rajah. The Caſe is this; that in the Commencement of War, the Event of it, which muſt be either Defeat or Victory, is known only to God, who ſees the Inward as well as Outward. It is firſt neceſſary to quit the Guard of one's own Country before one can carry Fire into the Dominions of another; and while the other does not commit any Breach of his Engagements, to bind on without Cauſe the Girdle of Enmity, and to act in Oppoſition to all Faith and Treaties, is contrary to the Opinion of all wiſe Men, and is the Height of Infidelity; beſides this, General Goddard's being at Hoſhungabad was conſidered and pointed at through all Parts of Decan, as a Proof of the Friendſhip and Alliance between theſe two Countries: For this Reaſon, in the Letters from hence, it was adviſed and requeſted conformable to our Friendſhip and good Wiſhes, that Peace and Reconciliation be effected; and, in conſequence of that not being approved of, a Kareetah was ſent to you containing the Means of ſupporting this arduous War. In Anſwer to this, the Nabob wrote, that he had dropped that Intention, and wiſhed for nothing but Friendſhip. From this you muſt reflect, that if the Letters from this Quarter to that Quarter had had any Weight, out of thoſe two Propoſals, one would certainly have met with his Approbation. Enough of this. When after the Bombay Defeat the Dewan went to Poonah, and Hyder Naig had no other Kind of Connection with Pundit Peiſhwa, except the ſending an Army into his Country, and General Goddard from himſelf had propoſed Peace and Friendſhip; and when his declining to aſſiſt Ragonaut Row, and his promiſing to come to Poonah, was ſolely for the Purpoſe of a Reconciliation; at that Time, although the Dewan in Perſon exerted and employed the moſt powerful Arguments for this Purpoſe, yet they had no Effect. Having no other Reſource, the People of Poonah entered into an Alliance with Hyder Naig; and whatever was to be done in conſequence has been done, and is ſtill doing. At that Time why did not the General act for the Maha Rajah's Satisfaction? It is now become abſolutely neceſſary for us to approve the Plan and Scheme, and to raiſe an Army, and ſend it into Oriſſa; otherwiſe we ſhould never have had Occaſion to ſend an Army, or to ſubmit to an Expence of Lacks and Crores of Rupees. All this has been the Conſequence of General Goddard's coming to Hoſhungabad, and our Wiſh to maintain the Friendſhip of the Engliſh. You muſt be juſt, and conſider well from what have proceeded the Difficulties of this War, and the preſent Alarms. Afterwards, when the Dewan returned to Naigpore, the Army which is arrived at Cuttack was put into Cantonments, ſolely for the Friendſhip of the Engliſh Gentlemen. Kareetahs and Letters were ſent from hence, containing many political and friendly Sentiments, and adviſing that, as Peace was a thouſand Times preferable to War, and as Obſervance of Treaties and Engagements was the Standard of Faith, Peace ſhould be effected; or that if this was not agreed to, then the Proſecution of War on the four Quarters, the ſtationing of Engliſh Battalions on all Sides, and the providing Money for the Expences, muſt be thought of. When Letters from hence to this Purport were repeatedly received in that Quarter, yet the Nabob, rejecting all the Rights of Friendſhip and Affection, ſaid to you, that we were partial to Pundit Purdhaun, and wiſhed for his Friendſhip and Alliance; that he would decline our Alliance—that it was of no Uſe for you to remain with him, but that you might return Home. Reflect, what Wiſh to give Satisfaction to this Quarter was there in ſuch Expreſſions? It would have been right in him to have ſaid that he had not the ſmalleſt Intention of making Peace with Pundit Purdhaun. That we are his Friends, and are pointed at by all the People of Dekan on account of our Friendſhip with him, who are not amicably inclined towards us, and wiſh to ſee no other Intercourſe between us than that of Diſputes: That we have therefore ſent an Army into Oriſſa, and that it was neceſſary for us to unite ourſelves with him; by which Means the Army at Cuttack would become his: That as for the oppoſing his Enemies, a large Force was requiſite. It was therefore neceſſary for him to collect Troops; and that for that Purpoſe he would give us ſuch a Sum of Money, and would pay us *\ *ſo much a Sum, and would pay us* ſo much for the Support of the Army of Cuttack. If he had ſpoken in this Manner it would have ſet our Minds at Eaſe, and we ſhould, in Hopes of Aſſiſtance from him, have determined on Plans and Meaſures to be purſued. But he rejecting theſe Words, which would have been conſiſtent with the Advice required by the Circumſtances, ſaid to you only this, That you might return Home. At that Time where was his Wiſh to give us Satisfaction, which he now writes has alone prompted him to make Peace, and to ſend the Treaty? As in Friendſhip and Alliance ſuch a Diſpute is not proper nor becoming, we have therefore aſſented and approved that he makes Peace †merely to pleaſe us, but only in Caſe the Treaty is made conformable to the former Engagements. This will be an Obligation conferred on his Friends, and will reſtore Tranquillity to the Inhabitants, will extinguiſh the Flames of War, and will eſtabliſh the Reputation of our true Friend the Nabob Amaud ul Dowlah. But when we have aſſumed the Name of Amaud ul Dowlah, why ſhould he render it abortive and of no Effect, on account of theſe Expreſſions about our Satisfaction? What we do for him we do for ourſelves, but only on Condition that the Treaty be plain and undiſguiſed, and conformably to former eſtabliſhed Engagements. When the Articles of it had been maturely conſidered, in the Point of Ragonaut Row's being at Liberty to reſide wherever he may think proper, in that of the Fort of Ahmedabud and the Share of Gujeraut being and maintained in the Poſſeſſion of Futty Sing Guicowar agreeable to your Engagements, and in the like Article ſecuring Gwalior to the Ranna of Gohed, there appeared a Variation from former Treaties, and a Neceſſity for an Alteration, beſides the Article engaging to attack and ruin Hyder Naig in Concert; all which Articles, as we knew, could never be aſſented to by the Poonah Miniſter: We therefore wrote in Anſwer whatever was right, and was required by Faith and Obſervance of Treaties, with the greateſt Sincerity and Truth, and diſpatched the Kareetahs and Letters to your Quarter, where I have no Doubt but they are ſafe arrived. If Truth, and Faith, and Obſervance of Treaties, and Peace, and Reconciliation ſhould be their Wiſh, they will then give their Aſſent to every Thing which has been written from this Quarter, and will conſider it to have been dictated by Friendſhip. Whatever they may have determined upon will be beſt; but I ſwear by the Almighty and by my holy Religion, that the Maha Rajah my Maſter and the Dewan, notwithſtanding their Plans and Counſels above written, have not availed or been approved of, have no other Thoughts or Views but the Intereſts and Advantages of the Engliſh Gentlemen, and the Glory of the Nabob Amaud ud Dowlah; and how great and of what a long Standing muſt their Friendſhip be, which, notwithſtanding repeated Denials and Contradictions, has received no Injury; this will by Degrees be tried and plainly ſeen by the Nabob. At preſent many Things veil it and keep it under Darkneſs, as a Cloud does the Sun; but at laſt the Light of the Sun breaks forth by its own Vigor. As the illuſtrious and noble Family of Bhoſila are famed for their Obſervance of Faith and Sincerity, and have been brought into the Plan and Meaſures of Pundit Purdhaun, they are therefore without Remedy and Reſource, and are wiſhing to extricate themſelves from their Engagements with the Poonah Rulers. The Maha Rajah had, for this Purpoſe, imagined and ſettled a Scheme which he explained to me himſelf, and ordered me to write it to you in my Letter of the 6th Mohurrem; from which Letter you will have thoroughly comprehended it. In this Caſe, if the Dependencies of the Engliſh have ſuffered from the Army at Cuttack; or if, from the Dread of the Engliſh Battalion, the Provinces of Oriſſa have received any Damage; or even if any ſmall Hoſtility has happened between them, it makes no Difference; becauſe wherever the Hearts are ſincerely unanimous, no outward Appearance of Miſunderſtanding can be of any Effect: From that a Plea may be procured for ſeparating ourſelves from the Connection with Pundit Purdhaun, but it muſt not be looked upon as an Act of Enmity. This you muſt explain to the Nabob, and convince him that the ſole End propoſed from this Meaſure is, to ſeparate ourſelves from Pundit Peiſhwa; and that after extricating ourſelves from our Engagements to him, and from this diſtreſſing Plan of his, every Meaſure will be ſettled with the Aſſiſtance and Advice of the Engliſh Gentlemen. But the Means of ſupporting the Expences of the Pay to the

* Sic in Orig.

† Sic in Orig.

the Army at Cuttack, and to the new Troops which this Plan will require to be raiſed, depend altogether on the Aſſiſtance of the Nabob Amaud ud Dowlah. Having ſettled this Point in a binding Manner, you muſt write us ſo.

" The Reaſon of determining on this Plan is as follows: When Copies of the Treaty had been ſent to the Poonah Miniſters after two Months; when Baſſein had been loſt, and War had commenced in Boreghaut with the Engliſh, they ſent Anſwers to this Purport: That they could place no Kind of Dependence on the Promiſes and Engagements of the Engliſh, who had repeatedly entered into Treaties, and as often broke them: That we ought to examine what Want of Faith they had ever ſhewn, that the Engliſh ſhould commence ſuch Hoſtilities againſt them, and ſhould employ themſelves for the Aſſiſtance of Ragonaut Row, and then ſay that any Breach of Treaty which happened was committed by the Chief of Bombay; but after the Defeat of the Bombay Army, from what Side have the preſent Hoſtilities and Devaſtations ariſen? That the preſent Treaty therefore can be no more relied on; that it is therefore neceſſary for the Army at Cuttack to loſe no more Time in uſeleſs Delays, but to enter the Engliſh Dependencies. The Maha Raja therefore, to extricate himſelf from theſe Meaſures, has of himſelf imagined this Plan, and has made me write it to you, that you might repreſent it in a proper Manner.

" Poſtſcript. While this important Plan is under Diſcuſſion, it is adviſeable and neceſſary that you remain with the Nabob, who, doubtleſs, will willingly and with Pleaſure retain you. Why do you therefore mention any Thing reſpecting your coming to Benares? You muſt exert yourſelf in the Service of your Maſter, and in your Attachment to the Nabob, for the proſecuting the Points now in Conſideration, and the other important Concerns, to the promoting the Friendſhip between the Nabob and the Maha Rajah, that it may derive inwardly Advantage from theſe ſeeming outward Contradictions. To write more to you who are wiſe, would be uſeleſs.

" Poſtſcript. This is the Seaſon to fix ultimately the Plan propoſed, that from the four Quarters, Armies be ſent to the Engliſh Dependencies, and War be commenced; and ſhould Peace be thought adviſeable, let it be by the Intervention and Knowledge of every one; namely, the Nabob Nizam Ally Khan, Pundit Peiſhwa, and the Maha Rajah; and, at this Time, in conſequence of his Connection with Pundit Purdhaun, Hyder Ally Khan has entered himſelf into this Negociation, and like the Elephant at Cheſs, has claimed this Plan on the four Sides; that one of them without the others cannot act in the Meaſure: But this Connection, and the Conditions of the Engagements between Hyder Ally Khan and Pundit Peiſhwa were entered into without the Knowledge of the Nabob Nizam Ally Khan, for which Reaſon he has conceived Diſpleaſure and Enmity againſt Hyder; and Hyder, from the Pride of having a large Army, and a conſiderable Treaſure of ſeeing his Country in Security, and of having effected a ſmall Part of his Scheme in an Attack on ſome Engliſh Battalions, conceived Thoughts very far diſtant from his Situation and Rank; and ſent a Vakeel to the Preſence, to the Vizier Nejif Khan, and repreſented that as he had ſhewn ſuch Courage and Conduct in the War againſt the Engliſh, he hoped from the Royal Favor, that he might receive as a Reward the Sunnuds for the Soubahs of Dican; and that if he obtained ſuch his Deſire, he would lay at his Majeſty's Feet every Thing which his Loyalty and Obedience could require. Accordingly the Vakeel was admitted to his Majeſty's Preſence and to an Interview with the Vizier; and a Firmaun containing the Praiſes and Virtues of Hyder, and promiſing him his Requeſt, together with a Turban from his Majeſty's Head, and a Khellaat from his Wardrobe, were ſent to Hyder. We ſhall ſoon ſee what more his Negociations there will effect. As this ſame News muſt have been contained in the Papers ſent to your Quarters, any more on this Subject would be ſuperfluous. In ſhort, the Nabob Nizam ul Dowlah being enraged at theſe Tranſactions, is watching for an Opportunity to revenge himſelf. It is therefore moſt adviſable for the Nabob Amaud ud Dowlah to exert himſelf by all Means to give Satiſfaction to the Nabob Nizam ud Dowlah and not to refuſe ſending him Preſents and Gifts, but at any Rate to gain, thro' Mr. Hollond, the Friendſhip of ſo great a Chief, who is the Support of the Throne and is poſſeſſed of ſuch Armies and Reſources: And when this ſhall have been firmly ſettled, and this powerful Chief has been gained over, beſides the Maha Rajah and the Nabob Zuffor ud Dowlah, who are ſincerely attached to the Engliſh, and likewiſe united with Nizam ul Dowlah both in Schemes and Counſels, and in the Management of War and Hoſtilities, what Power or Ability would then remain to the Chiefs and Rulers of Poonah to act Hoſtility againſt the Engliſh Gentlemen, without the Permiſſion of the Nabob and Maha Rajah? On the contrary they would certainly be reconciled, and would act in every Thing by the Directions of the Nabob and Maha Rajah; and at that Time, Treaties and Engagements, ſuch as are wiſhed for, will be effected.

The Abſtract of this long Letter is that, by this prudent Management and Conduct, the Iron Chain, which is ſtrongly bound on the Feet of the Elephant, will be removed; and what remains, which is only the Chain from Hyder's Foot, muſt be ſeparated by the Strength of the Sword, and he muſt be deſtroyed by the combined Force of the others, and his Country ſhared according to Agreements which will then be made; and being relieved from all Dangers by the Guarantee of the Nabob and the Maha Rajah, they will then remain in Peace and Security at Home.

You will therefore *this** in a proper Manner, repreſent the above written Particulars to the Nabob Amaud ud Dowlah; but till this important Point can be adjuſted and finally effected, you muſt write to us in an explicit Manner from Calcutta. Till that Time the ſeeming Preparations on both Sides to enter each other's Dominions, ſome ſmall Hoſtilities, and even a Degree of plundering on both Sides, is to be recommended as adviſable, and as a Veil over the Plan. This muſt be conſidered as ſweet to the Taſte, and muſt not be looked upon as better, as a bitter Medicine is of the moſt Service to the Body; you will therefore exert your utmoſt Abilities to effect this Plan, and will at any rate ſatisfy and convince the Nabob that all what I have written are Secrets entruſted to me by the Maha Rajah and his Miniſter, and I take God to witneſs that it is true: You muſt conſider this as a Secret more precious than your own Life, and muſt tear the Letter, as it would be of the greateſt Detriment ſhould any one elſe be acquainted with it. For the keeping of this Secret, you are bound by your moſt binding of all Oaths, your Duty to your Maſter. I need write no more, the reſt depends on your Management and Conduct.

*Sic in Orig.

Tranſlation of a Letter from Dewan Dewagur Pundit to Beneram Pundit, dated the 20th Mohurrum.—Received the 8th March.

“ Your Letter has been received, and the Contents underſtood. You write that the Nabob Amaud ud Dowlah has diſpatched a Treaty, full of Oaths and Engagements, with ſeparate Kareetahs, addreſſed to Row Pundit Purdhaun, to Nanna Purnavees, to the Maha Rajah, to the Nabob Zuffer ud Dowlah, and to me; but that as yet no Anſwer has been received to any one of them, which he is anxiouſly looking for. You further mention that a Kareetah has been ſent from Calcutta to the Nabob Nizam ud Dowlah, which, with other Contents of your Letter, is underſtood; and the Treaty and Kareetahs have been carefully and attentively peruſed; and agreeable to what the Nabob Amaud ud Dowlah wrote, we have kept with us the original Treaties and Kareetahs, and have written the Particulars and Contents of them to Pundit Purdhaun. What was written reſpecting the Oath to prevent any Deviation from the Treaty, that it ſhould be neither encreaſed nor diminiſhed, has been fully comprehended; the Caſe is this: That in the firſt Place the chief Article for Pundit Purdhaun, namely Ragonaut Row, is not written in a plain Manner, neither are the Articles reſpecting Gualier, Gujeraut, the Guiewar, and the Forts, and many other Points which ought to have been rendered ſatisfactory, written with any Plainneſs; otherwiſe I ſhould have gone in Perſon, and exerted myſelf to adjuſt every Point. I have therefore not ſent the Treaty, but have kept it carefully in my Poſſeſſion. At the Beginning the Opportunity was ſuffered to eſcape; that is to ſay, the Time when I was at Poonah, when I wrote Letters to General Goddard, and Anſwers were received, if at that Time an Interview had taken place between Pundit Purdhaun and General Goddard, all Miſunderſtanding would have been cleared up and reconciled, and the Engliſh and Pundit Purdhaun would have become of one Mind and one Soul, and would have ruined Hyder Naig, and conquered his Country. But this did not take place, and the General and Sindia prepared for War; and Pundit Purdhaun entered into Alliance with Hyder Naig, and gave him a Country of 80 Lacks of Rupees on the other Side of the Keſhna, with this View, that he might carry Deſolation into the Country belonging to the Engliſh. Engagements were entered into; agreeable to which the Nabob Nizam ud Dowlah ſettled a Plan, and, having written to Pundit Purdhaun, forced me into theſe Difficulties. Had I not agreed to the Plan, it would have cauſed Injuries to the Rauje and great Damage to me, who am united with the Rauje. It being therefore neceſſary for me to aſſent to the Plan propoſed, I was compelled to raiſe 30,000 Men, and to ſend them under the Command of Rajah Cheemnajee Sahib towards Bengal. A Year and a Half have nearly elapſed; during which theſe Troops have brought us under a Load of Expences, amounting to 1½ Crore, and have remained all the Time on our Confines without acting in any Manner. My earneſt Wiſh is, that at any rate Peace and Friendſhip may be effected between the Nabob Amaud ud Dowlah and Pundit Purdhaun, and that our Friendſhip to both Parties may remain entire. With this View I have taken all theſe Pains; and the Maha Rajah has adopted the Name of Amaud ud Dowlah, and has continually written that he is the Friend, the Friend, the Friend, and he has determined to effect and compaſs the Point. But Rajah Cheemna Sahib is in great Diſtreſs for the Expences of his Army. My Wiſh was, that in caſe of Peace taking place, Pundit Purdhaun would contribute ſomething, that ſome Part might be procured from the Nabob Nizam ud Dowlah, and another Share from the Nabob Amaud ud Dowlah, which we ſhould have ſubmitted to bear the Remainder, by which Means all our Difficulties would have been removed. I had great Dependence on this; but Peace does not take place between the Nabob Amaud ud Dowlah and Pundit Purdhaun. How long am I to wait in Expectation? Great Difficulty is come upon me from the Plan which had been ſettled; and Rajah Chemnajee Bahadre from the ſame Plan is fallen under great Diſtreſs; ſo that we muſt do whatever appears likely to remove theſe Difficulties. I am a ſincere Friend, and never omit any Duties towards him with whom I enter into Friendſhip. From the Want of Reconciliation between the Nabob Amaud ud Dowlah and Pundit Purdhaun, am I fallen into this Dilemma. Be convinced that this is true. I have, to preſerve my Friendſhip with the Nabob Amaud ud Dowlah, been backward in the Proſecution of the Peace which had been ſettled. I have readily ſubmitted to whatever is come upon me, and ſolely from my Deſire to effect a Reconciliation between the Nabob and Pundit Purdhaun have theſe Difficulties ariſen: Yet notwithſtanding all this, he is not my Friend. I am fallen into the Dilemma of that Plan, and have no Remedy. The Nabob Amaud ud Dowlah is juſt, and will reflect on this with Juſtice: How long muſt I repeat the ſame Thing? What has happened muſt neceſſarily have happened from that Plan, and we muſt ſubmit to it. The Maha Rajah is connected by Treaties with Pundit Purdhaun, and the Family of Bhoſila is known for their Faith and Obſervance of Engagement; they never did nor never will vary a Hair's Breadth from any Treaty. Many Powers have attempted to injure them, but their Government has remained firm, and gains daily Strength, ſolely from their exalted Faith and remarkable Fidelity. The Nabob Amaud ud Dowlah is wiſe, and will be convinced that to this Time I have never been guilty of any Neglect in the Duties of my Friendſhip, in which it is neceſſary to explain every Thing ſincerely and plainly, and to avoid all Appearance of Diſtinction."

In the Dewan's own Hand:

"I am convinced and ſenſible of the great Zeal and Conduct which you have ſhewn in the Maha Rajah's Service, and in promoting the Friendſhip and Alliance of the Engliſh. I have accordingly before written to you in Perſian on that Subject; and now the Moonſhy will inform you of every Thing which the Maha Rajah ſaid reſpecting it. You will repreſent to the Nabob that his Poſſeſſions and thoſe of Maha Rajah are one, and have no Kind of Diſtinction; but there is a Treaty and Engagement which circumſcribes us, and from which it is neceſſary we ſhould be releaſed. This alone diſtreſſes us; for there is no other Cauſe. There is already one Crore of Rupees due to the Army, and it is daily increaſing. The Cauſe of all theſe Difficulties is the Arrival of General Goddard at Hoſhungabad, and our performing the Duties of Friendſhip and Hoſpitality to him, which it is unneceſſary to write or repreſent; by this we are become the Mark fo revery one to point at, and by this, Affairs are brought into this State. The Nabob Amaud ud Dowlah is wiſe, and is thoroughly convinced that we have never been forgetful or negligent. There is no Remedy againſt the Neceſſity of the Times. In future no Variations ſhall ever happen in our Friendſhip, in which we are firm and ſtedfaſt.

Examined,
Th. Chauvet.

A true Copy,
E. HAY, Secʸ.

Read, from Book 229, already delivered in, the following Extract of a Conſultation of the 12th May 1775, beginning at Page 716 of the ſame Book.

“ Fort William, the 12th May 1775.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
The Honble. George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

Queſtion put for the Board's Determination, regarding the Charges againſt Gonga Govind Sing.

“ Queſtion put—Whether the Facts alledged by Cumul ul Dien, particularly that of his having taken 26,000 Rupees from him colluſively, is aſcertained by the Anſwer made to it by Gunga Govind Sing.

“ Mr. Francis.—He has acknowledged the having deducted 23,379 Rupees from the Advances made to Cumul al Dien on Account of the Salt Farms. Admitting that this Money was applied to make good a former Balance due on Account of Rent from Cumal al Dien Cawn for a Land Farm (which I by no means believe to be the Caſe), ſtill I conceive that his with-holding any Part of the Advances was unauthorized, and muſt be highly prejudicial to the Company's Intereſt, as it tends to deſtroy the Source of future Production of Revenue; and I ſee no Relation between Cumul al Dien's Engagements as a Salt Contractor, and his Leaſe as a Land Farmer; the Rents ſhould have been exacted as the Monthly Kiſts became due.

“ Mr. Barwell.—The Land Revenue and Salt is different at Hidgilee from any other of Bengal, and have been united for Ages. Whether the Government obliges a Man to pay its Dues by compelling it out of his Hands, or by ſtopping a Payment to be made to ſuch a Debtor, I can conceive it is the ſame, and that no Intereſts can be ſacrificed by it. The Claims are mutual; one demands on one Account, the other on another; and if the Revenue run behind Hand, as it appears that it has done, I conceive Gonga Govind Sing fully acquitted of any Charge againſt him on this Account. But I do not underſtand the Petition before the Board in the Light of a Charge againſt Gonga Govind Sing—It is brought before us againſt the Intention of the Petitioner, of the Perſon whoſe Name is annexed to it, and his declared Oppoſition to its being carried before the Board. To enter into any Enquiry, or to take up Complaints that are dropt, in my Opinion, muſt needleſly engage the Time and Attention of the Board, as well as carry with it an Appearance of ſome partial Aim. The Board, by adopting the Petition in the Manner they have, make it in fact their own, and they are equally the Proſecutors and Deciders upon the Point; for the Man, whoſe Name is written at the Foot of the Petition, has poſitively averred he has no Complaint to make, nor did he ever authorize the Preſentation of the Petition to the Board.

“ Mr. Monſon.—Gonga Govind Sing acknowledges he has withheld upwards of 23,000 Rupees, for Advances due to Cumal al Dien Cawn on his Tuka Collieries, which Sum he ſays was due to the Company from the Farmer of his Malguzany Rent.—By his having transferred the Company's Property in this Manner from one Account to the other, in order to make the Balances appear leſs on the Revenue Department, and to increaſe them on the Salt Farms, is ſubjecting the Company to a certain Loſs; for unleſs the Advances are regularly made to the Salt Farm, it is impoſſible for the Farmer to deliver the Quantity of Salt which he has contracted for, by which means a conſiderable Deficiency is made in his Deliveries, on which the Company are conſiderable Loſers, and the Balances are irrecoverable; as is now the Caſe with the Renter being in Arrear to Government on his Salt Farm, upwards of 1,47,000 Rupees, as appears by the Account ſent in by the Calcutta Committee. I think this Proceeding of Gonga Govind Sing deſerves Reprehenſion and Cenſure. With regard to the Petitions now before us, by which this Tranſaction is made known, I think they come in a regular Method before the Board. Cumul al Dien Cawn delivered them to the Perſon who ſent them to the Board, with the Intention that they ſhould come to the Knowledge of Government, as appears from the Evidence of Radachurn, to whom he delivered them. The Motives that induced him to retract theſe Petitions are beſt known to himſelf; but I have Reaſon to believe his Intentions were altered by having more flattering Proſpects held out to him, than the Recovery of ſo inconſiderable Sum from Gonga Govind Sing.

“ General Clavering.—I muſt confeſs I am very much diſtreſſed in forming my Judgment on the Petition before us, and the Anſwer to it. The Petitioner Cumul ul Dien Cawn is a Man of deſperate Fortune, whoſe Declaration before this Board has already been contradicted by Three poſitive Witneſſes upon Oath. From the Accuſations which he has ſeparately brought againſt ſeveral Perſons, and for ſome of which he is now bound over to proſecute at the next Aſſizes, it appears that he has changed his Profeſſion, from being a Salt Farmer to that of a more lucrative one, of becoming a public Accuſer. With regard to what he has advanced againſt Gonga Govind Sing, I can therefore only admit it as far as it is confeſſed by the other Party; and as this Practice of deducting from the Advances of the Salt Farmers, to benefit Perſons in high Stations in this Government, has been admitted, and proved by more than one Inſtance, I am rather inclinable to give him Credit for what he has therein ſaid. The moſt profligate Liars may ſometimes ſpeak the Truth. His Intention of preſenting this Petition to the Board has been confirmed by the Evidence of

Radachurn, and indeed it could not have been given to him for any other Purpoſe: On theſe Grounds I am of Opinion, that Gonga Govind Sing is guilty of that Charge brought againſt him.

" Governor General.—I do not underſtand that the Matter of the Petition in Queſtion has undergone ſuch an Inveſtigation as can enable the Board to paſs any Judgment on the Charges contained in it.

" Mr. Francis.—[I move that Gonga Govind Sing be diſmiſſed from his Employment in the Company's Service.

" I pay little regard to the Evidence of Cumul a Dien Cawn. The Confeſſion made by Gonga Govind Sing convicts him of a ſpecific Offence, for which, in my Opinion, he ought to be diſmiſſed from his Employment. His general Character, as I am well informed, is infamous in an uncommon Degree. That Reaſon alone, independent of any particular Charge, would induce me to exclude him from any Office of Truſt in the Company's Service.

" Mr. Barwell.—During my long Reſidence in this Country, this is the firſt Time that I have
* Sic in Orig. heard * the Character of Gonga Govind Sing being infamous. No Information I ever received, though I have heard many People ſpeak ill of him, ever pointed to any particular Act of Infamy committed by Gonga Govind Sing. I have no intimate Knowledge of Gonga Govind Sing. What I underſtand of his Character has been from Natives as well as Europeans. I am againſt his Diſmiſſion.

" Mr. Monſon.—Cumul ul Dien Cawn I underſtand to be a Man of an equivocal Character; I therefore ſhould not regard his Charge againſt Gonga Govind Sing, if I had not heard, ſince my ſhort Reſidence in this Country, that Gonga Govind Sing is a Man of a moſt rapacious Diſpoſition; which Character, I think is confirmed by the Wealth and Affluence he now enjoys, being eſteemed one of the moſt wealthy Inhabitants of Calcutta. I think a Perſon of an avaricious Diſpoſition and high Ambition is not proper to be intruſted in the Company's Service, eſpecially with that Degree of Influence which I am told he poſſeſſes over the Minds of many principal People in this Country; I therefore think he ſhould be removed from his preſent Employment.

" General Clavering.—The Cauſes of the Decreaſe of the Revenue, and the great Increaſe of the Balances, I have endeavoured to account for, in my Minute on the Petition of the Rajah of Rajeſhaby. I ſhould be wanting in the Performance of that Truſt and Confidence which the Legiſlature placed in me, when it appointed me one of the Council of Bengal, if I did not uſe my beſt Endeavours to remove thoſe Cauſes to which the Company are to attribute the Loſs they have ſuſtained in the Revenue; a corrupt Duan of the Province is the great Channel through which all thoſe Evils have paſſed of which I have ſpoken; and I think it incumbent on me to declare, that in this Inſtance, and every other where I have Proof or Suſpicion that a Duan is corrupt, I will give my Vote to remove him.—On the Evidence therefore before me, I think Gonga Govind Sing ſhould be removed from his Place of Duan of the Calcutta Provincial Council.

" Governor General—I am againſt the Queſtion, becauſe I know of no Fault that he has committed, and have very good Reaſon to believe that he by no Means merits the Character which has been reported of him to Mr. Francis.—He had many Enemies at the Time that he was propoſed to be employed in the Company's Service, and not one Advocate among the Natives, who had immediate Acceſs to myſelf; I think, therefore, if his Character had been ſuch as has been deſcribed, the Knowledge of it could hardly have failed to have been aſcertained to me by ſpecifick Facts. I have heard him loaded, as I have many others, with general Reproaches, but have never heard any one expreſs a Doubt of his Abilities.

" Reſolved he be diſmiſſed from his Station of Naib Duan to the Provincial Council of Calcutta; and the Council adviſed accordingly (*a*).]

" Mr. Francis.—I beg Leave to recommend Roy Ramchunder Sein to fill the Office of Naib Duan. He is a Man of whoſe Talents and Character I have heard a good Account, and I have been particular in my Enquiries; at the ſame Time I will not pretend to anſwer for him, or any other Black Man.—If, upon Trial, he ſhould be found to follow the Steps of his Predeceſſors, I ſhall be the firſt to move for his Diſmiſſion. I do not in general think, that the Appointment or Diſmiſſion of the Black Officers in the Civil Company's Service is a Matter about which we need be over and above delicate. The Character of the Natives of Bengal in general, eſpecially of thoſe who have been employed under Government, is not ſuch as obliges us to conſider any Thing in their Appointment or Diſmiſſion, but the immediate Service of the Company. If there be Objections to this Man, I am not aware of them.

" Mr. Barwell.—I can have no Objection to a Man I am unacquainted with. I think, however, that the Recommendation would with greater Propriety have proceeded from the Chair.

" Mr. Monſon.—I am not acquainted with the Perſon recommended by Mr. Francis. I have
* Sic in Orig. heard him ſpoke of as a Man of Abilities, and think that * I I have been told that he has filled ſeveral Offices in Government; but if he ſhould prove unworthy of the Charge to which he has been

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(*a*) Vide ſupra, Page 1187.

recommended, I ſhall readily ſecond the Propoſition made by Mr. Francis for his Diſmiſſion. I therefore agree to the Motion.

“ General Clavering.—The Perſon of Roy Ramchunder Sein is unknown to me, to the beſt of my Knowledge, but I have heard him ſpoke of as a Man of Talents. In regard to the Integrity of all thoſe who have been in Employment in Bengal ſince the Engliſh Influence prevailed, I am almoſt afraid to ſay, that there is little Choice amongſt them. We muſt depend ultimately upon the Virtue of the Provincial Councils; and hoping that they will follow the Example which has been ſet them by this Adminiſtration, I am willing to flatter myſelf, in a Courſe of Time, many of the Black Officers may be formed to a Practice of Virtue. At all Events I will contribute my Endeavours to change this Man, or any other whom I may have voted into Office, as ſoon as I hear that he has been guilty of corrupt Practices.

“ Governor General.—I object to this Appointment, not having been left an Option in it.—I know not the Man, and therefore cannot give my Conſent to his Appointment.

“ Reſolved, that Ram Chunder Sien be appointed the Naib Duan to the Provincial Council of Calcutta; and that the following Letter be written to them.

“ To Mr. Henry Cottrell, Preſident, &c. Revenue Council of Calcutta.

“ Gentlemen,

“ Having thought proper to remove Gonga Goving Sing from his Office of Naib Duan to your Board, we have appointed Ram Chunder Sein to ſucceed him therein.

“ We are, &c.

(Signed) “ Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^d Barwell,
P. Francis.” (a)

The Counſel for the Defendant informed the Houſe they ſhould next read an Extract from a Plan of Mr. Francis reſpecting the Collection of the Revenues, the Adminiſtration of Juſtice, and the Rights of the Zemindars or Landholders, dated Fort William, 22d January 1776, being Part of Paragraph 64 of the ſame.

Then the Witneſs produced a Book endorſed, “ Plan of Governor General, Mr. “ Barwell, and Mr. Francis, relative to the Syſtem to be adopted in letting or diſ- “ poſing of the Lands in Bengal.”

The ſame was delivered in, and an Extract read from the ſame, as follows:

“ With reſpect to the preſent Provincial Councils, I am of Opinion that the Inſtitution was fundamentally wrong. There ſhould be but one deliberative Council in the State. The Powers delegated by that Authority ſhould be purely miniſterial. It ſeems contrary to all Principle to unite Execution with Debate. It looks like forcing Two Powers, moving on Principles diametrically oppoſite in their Nature, to keep Pace with each other. A Government ſo conſtituted will neither deliberate nor diſpatch. Setting aſide the obvious Conſideration of an inevitable Slowneſs of Proceeding, tedious Diſputes, and voluminous Conſultations, one great and fatal Objection to Provincial Councils is generally felt and acknowledged by themſelves. Their local Situation makes them unable from their own Knowledge to judge of the State of the diſtant Diſtricts, or to hear Complaints, or to yield timely Redreſs, or in ſhort to enter into the Detail of Government. (b)

(Signed at the End)
“ P. Francis.”

The Counſel for the Defendant informed the Houſe they would next proceed to ſhew, that Application was made to the Court of Directors in the Year 1772, with reſpect to the Allowance made to Colonel Ironſide as Mr. Haſtings's Military Secretary.

(a) Vide ſupra, Appendix, N° CLI.

(b) Vide Appendix, N° CCCLXXVII.

Read, from Book 668, the following Extract of a Conſultation of the 4th June 1772.

"Fort William, the 4th June 1772.

Pub. Dept. Thurſday. "At a Conſultation; Preſent,
The Honble. Warren Haſtings Eſquire, Preſident;
William Alderſey,
Philip M. Dacres,
Thomas Lane,
Rich^d Barwell,
James Harris,
James Lawrell,
Henry Goodwin,
} Eſquires.
Mr. Graham at the City.

"The Book of Standing Orders upon the Table.

"The Preſident repreſents to the Board, that he has found it neceſſary to appoint a Military and Civil Secretary to aſſiſt him in conducting the immediate Buſineſs of his Department; that he has choſen Lieutenant Colonel Ironſide for the former, and Mr. Stewart to act for him in the latter, until the Station aſſigned to him by the Directors ſhall become vacant; that he cannot find any Precedent or Rule eſtabliſhed for the Salary or Allowances of the Governor's Secretaries, which have been variable under different Governors; and he believes have depended as much on private Advantages as upon the public Allowances. He finds the only public Appointments which appear to be the Military Secretary's are Captain's Pay and Batta, with the Advantage of an Apartment in the Government Houſe; the latter he has it not in his Power to afford him, having only that Houſe. As he thinks Captain's Pay and Batta diſproportionate to the Station Lieut. Colonel Ironſide holds in the Service, the Allowance he would propoſe for him is Pay and Batta according to his Rank, together with Houſe Rent; but, as this may be deemed an Innovation, and as he knows not how far the Directors may approve it, he begs Leave to ſubmit the Propriety of it to them, and in the mean Time he will continue to make this Allowance to him until their Orders ſhall be received concerning it.

"With reſpect to Mr. Stewart, he propoſes Captain's Pay and Batta for him as his Civil Secretary, and makes the ſame Reference to the Court of Directors.

(Signed at the End of the Conſultation)
"Warren Haſtings,
W^m Alderſey,
Thomas Lane,
Rich^d. Barwell,
H. Goodwin."

Read, from Book 180, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated the 1ſt March 1773, beginning at Paragraph 55 of the ſame Letter.

"To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England, trading to the Eaſt Indies.

"Honble. Sirs,

"Par. 55. The Multiplicity and Weight of Affairs with which the Preſidency of your Council here is charged, requiring the Aſſiſtance of a Civil and Military Secretary, Mr. Haſtings, on his Succeſſion to the Chair, was pleaſed to appoint Mr. Stewart in the Firſt Capacity, and Lieutenant Colonel Ironſide in the Second, and propoſed the uſual Allowance of R^s 300 per Month, for his Civil Secretary; but as Colonel Ironſide, whoſe Services the Preſident thought neceſſary in the Military Line, enjoyed the Rank of a Field Officer in the Army, he thought the Allowance of * Sic in Orig. Captain's Pay and Batta, * with a ſpecial Reference to your Pleaſure on the Subject of both Appointments; and as this regards a fixt Eſtabliſhment, we beg Leave to have your particular Orders regarding it.

(Signed at the End of the Letter)

"Fort William,
1ſt March 1773.

"Warren Haſtings,
W^m Alderſey,
John Reed,
Thomas Lane,
Rich^d Barwell,
H. Goodwin."

The Counſel for the Defendant informed the Houſe, they would next give in Evidence certain Documents reſpecting the Expences of the Aid de Camp of the Governor General.

Read, from Book 45, already delivered in, the following Extract of a Conſultation of the 8th April 1782, beginning at Page 59 of the ſame Book.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler, and John Macpherſon, } Eſquires.
Lieut. Gen. Sir Eyre Coote K. B. abſent on Service at Fort St. George.

“ The Governor General delivers in the following Minute on the Subject of his Staff.

“ The Governor General.—It is with great Reluctance that I call upon the Board for Aſſiſtance in a Matter which may be conſidered as of a private Nature, although inſeparable from the Station of every Member of this Government, and more eſpecially from that of the Chief Magiſtrate. The Object which I allude to is, that of Patronage in the Military Line, which the Members of the Board can only exerciſe the Privilege of collectively, and that not in many Inſtances, or individually by their Influence with the Commander in Chief, in Proportion to the Degree of Cordiality which may ſubſiſt between them. I do not mean to cenſure an Inſtitution which has been judged expedient by our Superiors; I ſhall only requeſt the Attention of the Board to my own Situation. Called upon continually by Perſons of high Rank and Station, both in the national and in the Company's Councils, to protect and prefer their Friends in the Army, and by the Merits and Services which have come under my perſonal Knowledge and Obſervation, I ſuffer both Pain and Humiliation at the Want of Power to reward the Meritorious, or to ſhew a proper Attention to the Wiſhes of my Superiors, without having Recourſe to Means which muſt be conſidered as incompatible with the Dignity of my Station.

“ The ſlender Relief which I intreat of the Board from this State of Mortification, is the Authority to augment the Number of my Staff, which will enable me to ſhew a marked and particular Attention in Circumſtances ſuch as above ſtated, and will be no conſiderable Burthen to the Company. This Power I am willing to flatter myſelf, that the Board will not think me inclined to abuſe, and it is my Intention to confine it within as narrow Limits as poſſible.

“ Agreed, that the Governor General be allowed to augment his Staff, in ſuch Manner as he may think proper.

(Signed at the End of the Conſultation)
“ Warren Haſtings,
Ed. Wheler,
John Macpherſon.”

The Counſel for the Defendant informed the Houſe, they would next produce a Minute of Mr. Haſtings, touching the Eſtabliſhment and Maintenance of the Pundits.

Read, from Book 670, the following Extract of a Conſultation of 18th April 1781, beginning at Page 34 of the ſame Book.

“ At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edw^{d} Wheler Eſquire.
Lieutenant General Sir Eyre Coote K. B. abſent on Command at the Preſidency of Fort St. George.

“ The Governor General lays before the Board the following Minute.

“ Governor General.—In the Month of September 1780, a Petition was preſented to me by a conſiderable Number of Muſſelmen of Credit and Learning, who attended in a Body for that Purpoſe, praying that I would uſe my Influence with a Stranger of the Name of Muged O'den, who was then lately arrived at the Preſidency, to perſuade him to remain there for the Inſtruction of young Students in the Mahometan Law, and in ſuch other Sciences as are taught in the Mahometan Schools, for which he was repreſented to be uncommonly qualified. They repreſented that this was a favourable Occaſion to eſtabliſh a Madriſſa or College, and Muged O'den the fitteſt Perſon to form and preſide in it. That Calcutta was already become the Seat of a great Empire, and the Reſort of Perſons from all Parts of Hindoſtan and Decan: That it had been the Pride of every poliſhed Court, and the Wiſdom of every well regulated Government, both in India and in Perſia, to promote by ſuch Inſtitutions the Growth and Extenſion of liberal Knowledge: That in India only the Traces of them now remain, the Decline of Learning having accompanied that of the Mogul Empire: That the numerous Offices of our Government which required Men of improved Abilities to fill them, and the Care which had been occaſionally obſerved to ſelect Men of the firſt Eminence in the Science of Juriſprudence to officiate as Judges in the Criminal, and Aſſiſors in the Civil Courts of Judicature; and (I hope this Addition will not be imputed to me as Oſtentation, on an Occaſion in which the Sincerity of what I ſhall hereafter propoſe for the public Patronage, will be beſt evident by my own Example), the Belief which generally prevailed that Men ſo accompliſhed uſually met with a diſtinguiſhed Reception from myſelf, afforded them particular Encouragement to hope that a Propoſal of this Nature would prove acceptable to the actual Government.

" This was the Subſtance of the Petition, which I can only repeat from my Memory, having miſlaid the Original.

" I diſmiſſed them with a Promiſe of complying with their Wiſhes to the utmoſt of my Power. I ſent for the Man on whom they beſtowed ſuch Encomiums, and prevailed upon him to accept of the Office deſigned for him. He opened his School about the Beginning of October, and has beſtowed an unremitted Attention on it to this Time, with a Succeſs and Reputation which have juſtified the Expectations which had been formed of it. Many Students have already finiſhed their Education under his Inſtructions, and have received their Diſmiſſion in Form; and many diſmiſſed unknown to me, the Maſter ſuppoſing himſelf limited to a fixed monthly Sum, which would not admit a larger Number. Beſides Day Scholars, he has at this Time Forty Boarders, moſtly Natives of this Province, but ſome Sojourners from other Parts of India; among them I had the Satiſfaction of ſeeing, on the laſt New Year's Day, ſome who had come from the Diſtricts of Coſhmeer, Guzarat, and One from the Carnatic.

" I am aſſured that the Want of ſuitable Accommodation alone prevents an Encreaſe of the Number, for this Reaſon I have lately made a Purchaſe of a convenient Piece of Ground near the Beita Connah, in a Quarter of the Town called Pudpoker, and have laid the Foundation of a ſquare Building for a Madriſſa, conſtructed on the Plan of ſimilar Edifices in other Parts of India.

" Thus far I have proſecuted the Undertaking on my own Means, and with no very liberal Supplies: I am now conſtrained to recommend it to the Board, and through that Channel to the Honble. Court of Directors, for a more adequate and permanent Endowment.

" By an Eſtimate of the Building, which with a Plan and Elevation of it ſhall accompany this Minute, the whole Coſt of it would be 51,000 Arcot Rupees; to which I ſhall beg Leave to add the Price of the Ground, being 6,280 Sicca Rupees; the Amount of both is 57,745 Arcot Rupees. It ſhall be my Care to prevent an Exceſs of this Sum, which I requeſt may be placed to the Company's Account, and a Bond allowed me for the Amount; and that I may be enabled, by the Sanction of the Board, to execute this Work.

" I muſt likewiſe propoſe that a Parcel of Land may he aſſigned for the growing Charge of this Foundation.

" The preſent Expence is as follows:

The Preceptor, ꝑ Month	300
40 Scholars, from 7 to 5 Rs ꝑ Month	222
A Sweeper	3
Houſe Rent	100
	Sa Rs 625

" The Day Scholars pay nothing in the Proportion of the above Expence. An Eſtabliſhment of 100 Scholars may be eſtimated at 1,000 Rupees per Month, at the utmoſt. I would recommend that the Rents of One or more Mawſas or Villages in the Neighbourhood of the Place be aſſigned for the Monthly Expence of the propoſed Madriſſa, and that it be referred to the Committee of Revenue to provide and make the Endowment, and to regulate the Mode of Collection and Payment, in ſuch a Manner as to fix and aſcertain the Amount and Periods of both, and prevent any future Abuſes of one, or Miſapplication of the other. For the preſent, an Aſſignment of Half the eſtimated Sum will be ſufficient.

" Fort William, (Signed) " Warren Haſtings.
17th April 1781.

" Agreed. (Signed) Edward Wheler."

" Ordered, That the Eſtimate incloſed in the above Minute be entered after the Conſultation.

" Agreed to the Governor General's Requeſt, and ordered accordingly.

" Ordered, That Copies of the above Minute, and its Encloſure, together with the Plan and Elevation of the Building therein mentioned, be tranſmitted to the Honble. Court of Directors by the Ships under Diſpatch, and the Subject particularly recommended to them for the Purpoſes ſet forth by the Governor General. (a)

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edwd Wheler."

Read, from Book 29, already delivered in, the following Extract of a Letter from the Governor General at Bengal, to the Court of Directors, beginning at Page 321, of the ſame Book.

" The Honble. Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the Eaſt Indies.

" Honourable Sirs,

Par. 44. " We have the Honour to tranſmit a Number in this Diſpatch, and to requeſt your Attention to a Minute from the Governor General, acquainting us with the Eſtabliſhment of a College in the Town of Calcutta under his Patronage, and Orders for the Inſtructions of Students in the Mahomedan Law, and in ſuch other Sciences as are taught in the Mahomedan Schools. The Foundation has appeared to us, though yet only in its Infant State, ſo well calculated to promote the Growth and Extenſion of liberal Knowledge, and to be ſo much required in a Settlement like this, already become the Seat of a great Empire, and the Reſort of Perſons from all Parts of Hindoſtan, that we have readily and chearfully given it our Sanction, by complying with the Requeſts made by the Governor General reſpecting it; and we beg Leave to recommend the Undertaking to you for a more adequate and permanent Endowment than we have yet been able to give to it. An Eſtimate of the Expence of the Building, which we have approved of for the College, together with a Plan and Elevation of it, accompanies the Governor General's Minute.

(Signed at the End of the Letter)
" Fort William, " Warren Haſtings,
15th May 1781. Edwd Wheler."

Read, from Book 675, the following Extract of a Conſultation of the 3d June 1782, beginning at Page 136 of the ſame Book.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler, and John McPherſon, } Eſquires.
Lieutenant General Sir Eyre Coote K. B. abſent on Duty at Fort St. George.

" The Governor General delivers in the following Minute and Accounts reſpecting the Madriſſa or Charity School.

" As upon Enquiry I find that the Committee of Revenue have not yet been directed to aſſign the Rent of One or more Mowſas or Villages in the Neighbourhood of the Spot upon which the Madriſſa has been erected, for the monthly Expence thereof, as reſolved upon by the Board on the 18th April 1781, and as the monthly Expence of that Inſtitution has been ſince that Time defrayed by me, I requeſt that the Committee of Revenue may be furniſhed with the Directions recommended by my Minute of the 18th April, and ordered to repay me the Amount which I have ſince that Time paid on this Account, amounting, agreeable to the accompanying Account, to Ct Rupees 15,251 12 3.

" On comparing the Statement of the monthly Expence of this Inſtitution, contained in my Minute of the 18th April, with the Sums which I have monthly diſburſed on the Account, the former of which was taken from the Repreſentations of my Moonſhy, who does not ſeem to have been apprized of its actual Expence, I find that I have in that Minute ſomewhat under-rated the Sum required for its monthly Support; I therefore requeſt that the Board will be pleaſed to direct the Committee of Revenue to aſſign the Rent of One or more Mowſas, producing a monthly Revenue of Twelve hundred Sicca Rupees per Month, to be applied to this Purpoſe, and to commence on the Firſt of this Month.

" I find that I have been miſinformed as to the Coſt of the Ground upon which the Building has been erected, which was in that Minute ſtated at 6,280 Sa Rs, but which amounts to no more than Sa Rs 5641, agreeable to the accompanying Account of the Kowallcahs taken from the Perſons of whom the ſeveral Parcels of Land were purchaſed, which Kowallcahs accompany this Minute.

(a) Vide Appendix, N° CCCLXXVIII.

" I requeſt that the Board will be pleaſed to order the Sub-Treaſurer to make a Transfer of the Amount which I have advanced on this Account in the Treaſury Account of the preſent Month, charging the ſame to the Madriſſa; and crediting Money, borrowed at Intereſt, for the Sums advanced by me; for which I requeſt he may be directed to prepare Bonds in my Name with Intereſt, to commence from the Dates upon which the Sums were ſeverally advanced, agreeable to the accompanying Account thereof.

" I requeſt that the Committee of Revenue may be directed to receive Charge of Kowallcahs, from the Secretary to the Board, and to preſerve them with the Records of their Office.

" Liſt of the Rowallcahs and Receipts given for the Ground upon which the Madriſſa ſtands, and of the Sums paid for the ſame.

	Bs	C.		
Fokurrchund Tewarry for	2	5	at 80 Sa per Cattah —	3601
Boukeer —		3	at — —	240
Urrſooney Rawn —		4½	at — —	360
Tajoor Moorman —		2	at — —	160
Haywattey —		6½	at — —	520
Harraney Rawn —		5	at —	400
Eliz. and Robt Oliver		6	at 60 —	360
Seven Kewallcahs	3	12	Sicca Rupees	5641
			Battah 16 per Cent.	902 8 9
				6543 8 9

(Signed) " Warren Haſtings.

" Account of Sums diſburſed by the Honourable Warren Haſtings, Eſq. on Account of the Madriſſa, from the 30th April 1781 to the 1ſt May 1782.

1781.				
May.—Paid Molavy Muſdady for keeping a School	200			
Houſe Rent — —	100			
Wages — — —	300			
			A. Rs 600 —	or 648
Paid Do. for keeping another School for 25 Days, at 470 per Month —	391 10 9			
Houſe Rent, at 51 8 per Mh —	42 14 9			
			434 9 6	or 469 5 9
Given to Molavey's Eſſup and Muſruf Two Kellahs, containing 4 Ps each			375 —	or 405
				1522 5 9
1781.				
June.—Paid Molavy Muſdavy for keeping a School —	200			
Houſe Rent —	100			
Wages —	300			
		600		
Do.—Do. for keeping another School	470			
Houſe Rent — —	51 8			
		521 8		
			A. Rs 1121 8	or 1211 3 6
July. Do. Do. — —				1211 3 6
Auguſt. Do. Do. — —				1211 3 6
Septr Do. Do. —				1211 3 6
Octr Do. Do. — —				1211 3 6
Novr Do. Do. — —				1211 3 6
Decr Do. Do. — —				1211 3 6
1782.				
Janry. Do. Do. — —				1211 3 6
Febry. Do. Do. — —				1211 3 6

* 1782.							
March.	Do.	Do.	——		1211	3	6
April.	Do.	Do.	—	—	1211	3	6
					15251	12	3 *
Amount paid to a Darogha for ſuperintending the Building, Sa Rs 350, or					406		
				C. Rs	15251	12	3

* Sic in Orig.

(Signed) " Warren Haſtings.

" Agreed to the Propoſals contained in the Governor General's Minute; and

" Ordered, that the neceſſary Orders be accordingly iſſued to the Committee of Revenue and the Sub-Treaſurer."

(No Signature to this Conſultation.)

Read, from Book 20, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated 15th July 1782, beginning at Paragraph 20 of the ſame Letter.

" To the Honble. Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the Eaſt Indies.

" Par. 20. The Madriſſa, or College for the Promotion of Oriental Learning, which was eſtabliſhed by our Reſolution of 18th April 1781, having been placed upon a proper and regular Footing, and the Buildings for that Purpoſe completed, we have aſſigned the Revenues of certain Villages in the Neighbourhood, amounting to Rupees 1200 per Month, to its Support, and have no Doubt that it will be found fully to anſwer the End of its Inſtitution.

(Signed at the End of the Letter)
" Warren Haſtings,
John Macpherſon."

The Counſel for the Defendant informed the Houſe, that before they proceeded to the next Subject they would add one other Document to the Evidence reſpecting the Expences of the Aids de Camp.

Read, from Book 739, intituled, " Bengal Board of Inſpection, 24th September to 31ſt December 1778," the following Extract of a Conſultation of the 12th November 1778, beginning at Page 330 of the ſame Book.

" Fort William, the 12th of November 1778.

At a Board of Inſpection; Preſent; Thurſday.

" The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
Philip Francis, and Edward Wheler, } Eſquires.
Mr. Barwell abſent.

" Governor General.

Governor General's Propoſal for increaſing the Allowance for Houſe Rent to his Aids de Camp.

" It is always with Reluctance that I ſubject the Company to any Expence for my perſonal Convenience, or for that of the Gentlemen of my Family in Public Stations; but I hope the Board will think the Situation of my Aids de Camp, with reſpect to Houſe Rent, deſerving of their Attention and Relief. The Allowance is only Ninety Rupees per Month, a Sum totally inadequate to any decent Accommodation. I have for Two Years paſt provided them a Houſe at the Rent of Six hundred Rupees per Month, an Expence which I cannot any longer ſupport, and from which I hope the Board will relieve me by increaſing the Allowance for Houſe Rent to Two hundred Rupees a Month for each Aid de Camp.

Opinions thereon, and Reſolution.

" Mr. Wheler.—I agree to the Governor General's Requeſt.

" Mr. Francis.—I acquieſce.

" Reſolved, that the Allowance for Houſe Rent to the Aids de Camp of the Governor General be encreaſed to Two hundred Rupees per Month for each Aid de Camp.

(Signed at the End of the Conſultation)
" Warren Haſtings,
P. Francis,
Edwd Wheler."

The Counſel for the Defendant ſtated, they would next proceed to give in Evidence certain Documents touching the Budgerows which Mr. Haſtings provided for the Company.

Read, from Book 181, the following Extract of a Conſultation 7th March 1785, beginning at Page 611 of the ſame Book.

" At a Council; Preſent,
" The Honble. John Macpherſon, Governor General Preſident;
John Stables Eſquire,
and
The Honble. Charles Stuart.

" It having been reported to the Governor General that the Furniture of the State Budgerow called the Soonamookey, and of Mrs. Haſtings's Pinnace called the Mary, is the private Property of the late Governor General, and actually going to be ſold with the Reſt of his Effects;

" Reſolved, that the Maſter Attendant be directed to put a Value upon the Furniture neceſſary for the above-mentioned Veſſels, and that the Marine Paymaſter be ordered to pay the Amount to Mr. Haſtings's Attorney, charging the ſame to the Company, whoſe Property the Veſſels are; and that they be accordingly entered in his Books, and kept upon the loweſt poſſible Eſtabliſhment.

" Ordered, that the Marine Paymaſter be called upon for an Eſtimate of the Eſtabliſhment that is abſolutely neceſſary for each.

(Signed at the End of the Conſultation)
" John Macpherſon,
John Stables,
Charles Stuart."

Read, from Book 673, the following Extract of a Conſultation of the 7th of April 1785, beginning at Page 237 of the ſame Book.

" At a Council; Preſent,
The Honble. John Macpherſon Eſquire, Governor General;
John Stables,
and
The Honble. Chs Stuart.

" Read, the following Letter from the Contractor for Yachts.

" Honble. Sir, and Gentlemen,

" The Mary Yacht being in Fact in Place of the James as a Veſſel of Accommodation, ſhe muſt always be kept ready for inſtant Service; and having been examined, and a Liſt of her Stores and Furniture ſent to the Honble. Board, with the Stores wanted and the Repairs neceſſary to put her into a good State and Condition, which being allowed, if it ſhall pleaſe them to give her to me on the Eſtabliſhment of 500 Arcot Rupees per Month, I will engage to keep her in conſtant Repair and full manned. The Expence of Tow Boats attending her when on Service either to the Members of the Honble. Board, or any other private Gentlemen, to be paid ſeparately for by them.

" The Sonar Moorkey Budgerow is more a Veſſel of State, and probably will not always be wanted for inſtant Service. A Liſt of her Stores and Furniture alſo is ſent, with a Liſt of her Stores and Articles which require to be repaired and made, for to put her in good Condition; which if the Honble. Board approve of, I will alſo as Yacht Contractor engage to keep her in Repair and in Safety when unemployed, at 250 Arcot Rupees per Month; and when ſhe is employed, the actual Encreaſe of Expence, during ſuch Time only, to be paid for by a ſeparate Bill, begging Leave to obſerve that when it ſhall pleaſe the Honble. Governor General to have the Budgerow painted and gilded in the Manner ſhe is now done, the actual Expence of doing that to be at the Company's Expence; and the Eſtabliſhment of Unemployment to take Place from the Firſt February, as the Wages to the Crews of theſe Veſſels and other Expences incurred have already been paid ſince that Period.

" The very low Eſtabliſhments which I have propoſed taking theſe Veſſels at, makes me hope the Honble. Board will confirm them to me on Contract, for the remaining Period which the James Yatcht was to have run, to the 31ſt October 1788.

" I have the Honour to be, &c.
(Signed) " Page Keble,
Yacht Contractor."

" Fort William,
15th March 1785.

" Ordered, That the Liſts of Stores accompanying the above be returned to be depoſited in the Marine Storekeeper's Office, and that the Accounts of Stores and Repairs required by the Mary and Soonamookey, to the Amount of Sa Rs 2,849 14 6, and Sa Rs 2,806 1, be authorized to be furniſhed.

" Reſolved, that the Yacht Contractor be allowed 500 Arcot Rupees per Month, for keeping the Mary in conſtant Repair, and fully manned, to be ready for Service at the ſhorteſt Notice, and that 250 A^t R^s be allowed for keeping up the Soonamookey or State Budgerow in the ſame Manner, and that any additional Expence that may be required for Tow Boats when employed, ſhall be defrayed by the Gentlemen who may make uſe of thoſe Veſſels.

" Ordered, that the Eſtimate do commence from the 1ſt February, when the Contractor received Charge of the above Veſſels.

Read, from the ſame Book, the following Extract of a Conſultation of the 11th April 1785, beginning at Page 288 of the ſame Book.

" Read a Letter from the Marine Storekeeper, as follows.

" Honble. Sir, and Gentlemen,

" Agreeable to the Honble. Board's Order of the 7th March, I ſend a Liſt of the Furniture and Articles on Board the Soonamookey Budgerow and Mary Yacht, with the Valuation as appraiſed by Mr. Bondfield, the Auctioneer, at which Mr. Thornhill, the Maſter Attendant, aſſiſted me. I beg Leave to mention, that the Pinnace, in her preſent State, will require about 150 Rupees Expence to repair and paint her, and the Pulevar about 100 Rupees, and then they will be both good and cheap Boats. We had the Maſter Carpenters preſent when they were examined, before our Valuation of them.

" I am to requeſt the Honble. Board's Order on the Treaſury, for the Amount Valuation and Repairs to Boats, S^a R^s 1,826, to enable me to pay Mr. Larkins, and the Repairs.

" Fort William,
Naval Store Office,
28th March 1785.

" I have the Honour to be, &c.
(Signed) " Page Keble,
Naval Storekeeper."

" Approved the Appraiſement of the Marine Storekeeper and Maſter Attendant, to the Inventory, encloſed in the above, of Mr. Haſtings's Furniture, on Board the State Budgerow and Mary Yatcht; and

" Ordered, That the Marine Paymaſter be authorized to pay the Amount, S^a R^s 1,487, to Mr. Haſtings's Attorney, and to include the ſame in his Abſtracts.

(Signed at the End of the Conſultation)
" John Macpherſon."
John Stables,
Charles Stuart."

Then Mr. Hudſon was aſked,

Q. Does it appear from the Conſultations that Mr. Cartier ever took the Reſtrictive Oath propoſed by Lord Clive?

A. It does not appear that he did take it.

Q. Does it appear that Sir John Macpherſon or Lord Cornwallis ever took that Oath?

A. It does not.

Croſs-examined by the Managers for the Commons.

Q. Whether or no the Reſtrictive Oath, or ſomething of that Kind, was not taken ſomewhere or other by this Gentleman?

A. It appears, as I recollect, from the Conſultations, that Mr. Cartier took the Oath when he took his Seat at the Board; and it has juſt now been in Evidence To-day, that Sir John Macpherſon and Lord Cornwallis took an Oath when they took their Seat at the Board.

Q. The Queſtion means, the Reſtrictive Oath againſt taking Preſents?

A. What the Words of the Oath were I cannot tell; for they do not appear.

Q. What are the Words of the Record?

A. As well as I recollect, " they took the Oath of Office;" I recollect in Lord Cornwallis's Caſe it is ſaid, " He took the Oath of Office of Governor General, of Allegiance, and I think another Oath."

Q. The Queſtion is not, what Oath Sir John Macpherſon took, or, what Oath Lord Cornwallis took; but what Oaths were taken prior to Mr. Haſtings's Government, by Governor Cartier, Verelſt, and Lord Clive;—the Queſtion is confined entirely to them?

A. I believe it appears already in Evidence, that Mr. Verelſt when he took the Chair took the Oath of Office; and that afterwards he took the Reſtrictive Oath propoſed by Lord Clive, about Six Weeks after.

Q. What Oath did Mr. Cartier take?
A. I believe it is in Evidence that he took an Oath when he took the Chair; but what the Words of the Oath were does not appear.

Q. (*Re-examined*). Except the Oath which Governor Cartier appears to have taken at the Council Board, and which is called the Oath of Office, does it appear that he ever took any other Oath at the Town Hall?
A. I have examined the Conſultations from the Day that Governor Cartier took the Chair till the Middle of the Year 1771, Page by Page, and I have examined the remaining Part—not ſo carefully as the former, but I do not find that he took any Oath, after the Oath taken when he ſucceeded to the Chair.

Q. (*by Managers*). Did he take any other Oath preceding his taking the Chair?

Queſtion objected to.

Q. Whether you find upon the Records, that Mr. Haſtings is ſtated there to have taken any Oath in the Manner in which it is ſtated that Governor Cartier took it?
A. I believe I have ſaid already, that when Mr. Haſtings took his Seat as Governor and Preſident of the Council, it does not appear that he took any Oath, from the Proceedings.

Q. (*by Counſel*). Does it appear, that he had Six Weeks before that Time taken the uſual Oaths, when he took his Seat as Second in Council, and to ſucceed to the Government?
A. That I believe is already in Evidence.

Q. (*by Managers*). Whether the Oath taken by Governor Cartier is not ſuppoſed by you to be taken not by the Firſt or Second in Council, but by virtue of the Office of being Preſident of the Council or Governor?
A. Certainly, I ſhould ſuppoſe ſo.

The Witneſs was directed to withdraw.

The Counſel for the Defendant deſired Mr. Auriol might be called in.

Mr. AURIOL was accordingly again called in.

Then the Counſel for the Defendant informed the Houſe, that there were One or Two Points in the printed Minutes of Mr. Auriol's former Evidence, which he wiſhed to correct.

Then the Witneſs ſaid,

In Page 2006 of the printed Evidence, the laſt Line but one, there are theſe Words, ‘ And ‘ the Diſaffection of the Begums, and the Aſſiſtance offered by them to the Endeavours of Cheit ‘ Sing:’ I could not know any Thing myſelf of the Aſſiſtance ‘ offered,’ but I believe I ſaid, the Aſſiſtance ‘ afforded.’ The other is a Miſtake of my own, in confounding Two Interviews which I had with Sir Eyre Coote, and making them appear but One. It is in the ſame Page.

The Managers for the Commons objected to the Witneſs being permitted to explain his Teſtimony, after the Evidence on that Article had been cloſed and ſummed up by the Counſel.

The Counſel for the Defendant were heard in Anſwer to the ſame Objection.

The Houſe informed the Managers for the Commons, that the Witneſs might be permitted to explain the Matter in Queſtion.

Then the Witneſs ſaid,

A. It is immaterial to the Caſe; but, upon better Recollection, I have confounded Two Interviews with Sir Eyre Coote as One. It makes a Difference as to the Time. I have ſaid, ‘I ‘ went down in the Lively Packet, I believe it was in April or May 1781, and viſited Sir Eyre ‘ Coote, who was then in Command of the Army at Cuddalore; that he told me the Army ‘ had then only Three Days Proviſions;’ after which I will beg Leave to add theſe Words, ‘ but the Succeſs Galley, an armed Ship, arrived about this Time with a freſh Supply from Madras. I ſailed in her to the Southward to meet the Fleet then in its Way to Bombay, and was received by Sir Richard King, on Board the Exeter, in which Ship I came back to Cuddalore. The Fleet anchored off the Station of the Army, and aſſiſted in moving the heavy Artillery and Stores to Madras: At that Time I had a Second Interview with Sir Eyre Coote:’ Then ſhould follow the Words, ‘ He marched out, I believe, the next Day or the Day following, and gave Battle to Hyder Ally.’

Q. From what Time to what Time was you Secretary to the Board at Calcutta?
A. From Auguſt 1775 to December 1783.

Q. Is it uſual to enter the Oaths taken by the Governor General and the Members of the Council in any particular Book?

A. In the Secretary's Office there is a Book of Oaths; that is to ſay, there is a Book containing the Form of the official Oaths; which Book is not ſent home to the Court of Directors, becauſe it contains nothing elſe; but upon the Acceſſion of any Governor or Member of the Board, the Oaths are invariably, I believe, adminiſtered to them, and they ſign the Book with the Day on which they take them.

Q. What are the uſual Oaths?

A. The Oath of Allegiance, of Office, the Oath of Secreſy, and, I believe, it was formerly the Practice to adminiſter the Oath of a Juſtice of Peace.

Q. Was the Book ever in your Poſſeſſion, containing the Entry of the Oaths at the Time that Mr. Haſtings ſucceeded Mr. Cartier?

A. It was the ſame Book, and remained in the Secretary's Office both before my Appointment as Secretary and afterwards.

Q. Are you able to ſay, from your Recollection, whether or not it appears from that Book that Mr. Haſtings took the uſual Oaths upon ſucceeding to Mr. Cartier?

A. As well as I can recollect a Circumſtance, at ſo great a Diſtance of Time, which I did not particularly note for future Atteſtation, I think he certainly did.

The Managers for the Commons objected to the Evidence.

Q. (*by a Lord.*) Have you any diſtinct Recollection of it?

A. I have. I was in the Office of Secretary from the Year 1776. I do not ſpeak from the Recollection about the Time, but from a poſterior Recollection. There were not many Names ſigned to the Governor's Oath, and I have a pretty certain Recollection of ſeeing the Name of Mr. Haſtings upon his Acceſſion to the Preſidency.

Q. (*by Managers.*) In what Office in the Secretary's Office was you at that Time?

A. I was appointed an Aſſiſtant in the Secretary's Office ſoon after my Arrival in India in July 1770.

Q. Whether or no you do not know, that it is the Courſe of the Service, that whatever paſſes in Council ſhould be entered upon the Conſultation?

A. Undoubtedly.

Q. Was not the Oath taken in Council?

A. Invariably: And if not minuted, it muſt have been from the Neglect of the Aſſiſtant's Secretary who drew up the Conſultation.

Q. Do you believe that ſuch Neglect took Place in the preſent Inſtance?

A. I have not ſeen the Conſultation, and therefore cannot tell.

Q. It is not in the Conſultation.

A. Then I ſhould preſume it was from Neglect; I am pretty certain that the Book of Oaths was ſigned with the Date of Mr. Haſtings's Acceſſion to the Chair.

Q. (*by a Lord.*) Do you mean to ſtate your Recollection of the Fact that you ſaw the Oath taken?

A. No; I was not preſent.

Q. (*by Counſel.*) Are you acquainted with the Nature of the Governor General's Office?

A. Yes.

Q. Do you know what is the Buſineſs uſually tranſacted in that Office?

A. There is a great Variety of Buſineſs.

Q. The Examination is, of the Nature of the Buſineſs of that Office, of the Charges incurred in which, an Account (*a*) is ſent in Mr. Haſtings's Letter to the Court of Directors of the 21ſt February 1784; is it of a public or of a private Nature?

A. It is of a public Nature undoubtedly; the Buſineſs tranſacted, I believe, was chiefly copying the Minutes and Papers, either for the Board or for the Court of Directors; and for copying other neceſſary Papers, dependant on the executive Officers of Government.

Q. Do you know that a conſiderable Number of Perſons were employed in that Office during the Government of Mr. Haſtings?

A. There were a conſiderable Number of Perſons ſo employed.

(*a*) Vide ſupra, Page 1120-1 and 1129.

Q. Can you ſtate any of their Names?

Then a Liſt was ſhewn to the Witneſs; and he ſaid,

A. Mr. Henry Griffiths, Mr. Bird, Mr. Brian Glover, Mr. Pleydel, Mr. Peter Bowers, Mr. Thomſon, and there are ſeveral other Names that I do not know; but I was not acquainted with the inferior European and Native Clerks, employed in the Governor's Office, though I have often ſeen them.

Q. Were there a Number of Perſons employed in that Office beſides thoſe whoſe Names you can at preſent recollect?
A. I have mentioned that there were.

Q. Have you examined the Account of the Charges incurred in that Office, made out by Mr. Larkins, and tranſmitted to the Court of Directors; and, conſidering the Nature of the Buſineſs done in that Office, as it conſiſts with your Knowledge, do thoſe Charges appear to be reaſonable and juſt?
A. I have looked over the Account, and do not think the Charges exceſſive.

Q. Do you remember whether Colonel Ironſide acted as Military Secretary to Mr. Haſtings?
A. I remember Colonel Ironſide's Appointment as Military Secretary to Mr. Haſtings, which took place ſoon after his Acceſſion to the Government in April 1772; and I believe he continued ſo about a Twelvemonth.

Q. What Rank did Lieut. Colonel Ironſide then hold?
A. He was a Lieut. Colonel in the Company's Service.

Q. What at that Time was the Pay and Batta of a Captain in the Company's Service?
A. It varied according to the different Situations of the Army; I cannot at this Moment ſay preciſely what it was.

Q. From the Year 1778 to the Year 1783, did the Aids de Camp to the Governor General reſide in the Government Houſe, or in ſeparate Houſes hired for them?
A. In ſeparate Houſes—there was no room for them in the Government Houſe. I remember Two different Houſes which were hired for them, One of which was hired from my Predeceſſor in Office, Mr. Stewart.

Q. Do you know any Thing of any Pundits having been maintained and employed in Calcutta in compiling a Code of Hindoo Laws?
A. I know that there were Pundits employed in compiling a Code of Hindoo Laws, which were tranſlated into Engliſh by Mr. Halhed, and it is now in Print.

Q. Can you ſtate how long thoſe Perſons continued in Calcutta, or nearly how long, in the Courſe of that Employment?
A. I know it took ſome Years from the Commencement of the Meaſure to its Concluſion, but I cannot exactly ſay how long.

Q. Do you know whether any Profeſſors of the Mahometan Law were employed in the ſame Manner, in tranſlating, from the Arabic into the Perſian, the Hedaya?
A. I believe there were, but I am not certain upon that Point.

Q. Do you recollect the Eſtabliſhment of an Academy for the Study of the different Branches of the Sciences taught in the Mahometan Schools?
A. I recollect the Eſtabliſhment of the Madriſſa, or Mahometan School.

Q. Was that during the Adminiſtration of Mr. Haſtings?
A. It was eſtabliſhed by Mr. Haſtings himſelf during his Adminiſtration.

Q. Does it ſtill ſubſiſt at the Public Charge?
A. I believe it does.

Q. Are Charges neceſſarily incurred by the Governor General, in the Execution of his Office, for Boats and Budgerows made uſe of upon different Public Occaſions?
A. To complete the Anſwer to the laſt Queſtion—There was an Order of the Board that the Expences ſhould be borne by the Company, while I was Secretary.

The Witneſs deſired the Queſtion might be read. The ſame was accordingly read as follows:

Q. Are Charges neceſſarily incurred by the Governor General, in the Execution of his Office, for Boats and Budgerows made uſe of upon different Public Occaſions?
A. Certainly whenever he had Occaſion to move from the Preſidency.

Q. Do you know whether Mr. Haſtings had any Budgerow which belonged to himſelf?
A. I recollect Two Budgerows, one which Mr. Haſtings bought, and another which was built for him by Captain Cumming, and coppered.

Q. Do you know whether the Budgerows which belonged to Mr. Haſtings were left by him for the Public Uſe, on his Departure from Calcutta?

A. I left Bengal before Mr. Haſtings, but I underſtood that to be his Intention, to leave them for the public Uſe; and I believe he did ſo.

Q. Did you at any Time in the Year 1782 receive a Letter from Mr. Larkins for the Purpoſe of being put into the Packet of the Lively, to be by that Veſſel conveyed to England?

A. I remember perfectly well, while I was in the Council Chamber ſuperintending the Arrangement of the Papers that were to be ſent Home to the Court of Directors by the Lively, early in December 1782, that a Packet, addreſſed to the Secret Committee of the Court of Directors, was delivered to me by a Servant of Mr. Larkins, with a Deſire that it might be included among the Papers to be ſent to the Court of Directors by that Veſſel: It was a ſealed Packet, and conceiving it to be from an Officer, or ſome Individual Perſon in the Company's Service, I returned it to Mr. Larkins, with a Note acquainting him that it was contrary to Rule to admit ſealed Packets to the Court of Directors to go Home in the Company's Diſpatches; becauſe it was uſual for every Company's Servant, addreſſing the Court of Directors, to leave their Addreſſes open for the Remarks and Explanations of the Board; and conceiving this Packet to have come within that Deſcription, I ſent it back to him.—Had I known that it was from the Governor General, I ſhould have admitted it of Courſe, becauſe it was uſual for the Governor General to ſend ſealed Diſpatches in that Way.—I heard nothing more of the Matter till ſome Time afterwards, when Mr. Larkins told me it was from the Governor General, and that being too late for the Packet, he had ſent it Home to England in a private Letter.

Croſs-examined by the Managers for the Commons.

Q. Whether it is not the Practice for the Governor General to enter his public Charges periodically in the public Accounts, monthly, quarterly, or annually?—whether it is not the Cuſtom of the Service?

A. It is the Cuſtom of the Service for the Governor General to enter his Accounts of Expences periodically; but I believe no Man was ever leſs attentive to his own perſonal Expences in India than Mr. Haſtings. I always thought that moſt of the Charges mentioned had been paid by the Company as they occurred—I now believe they were paid by Mr. Haſtings's Sircars by his Orders, and charged to him.

Q. The Queſtion is not, what Mr. Haſtings's private Œconomy was, but the Line of the Enquiry is concerning public Expences,—and therefore ſay diſtinctly, whether or no Mr. Haſtings was in the Practice conformably to the Rule of the Service, and entered his public Expences periodically, or not?

A. The Expences of the Governor General were uſually kept in the Caſh or Durbar Accounts, but a long Period of Time paſſed, when thoſe Accounts, I believe, were not regularly kept and delivered in—I mean a Period in which the Aſſiſtant, whoſe Duty it was to keep them, was not upon very good Terms with Mr. Haſtings.

Q. Who was the Aſſiſtant?

A. Mr. Richard Johnſon.

Q. Whether it is the Courſe of the Service, that when a Governor General has ſome particular Diſpleaſure with the Secretary of the Council, or the Aſſiſtant Secretary to the Council, it is the Cuſtom of the Service for him to change his public Account into a private Account?

A. I believe not;—but I beg Leave to add, I have expreſſed that the Governor General was inattentive to the Circumſtances of his private Expences, meaning to ſay, that his Time was wholly engroſſed by his public Duty. As his Secretary I attended him almoſt daily, Sundays as well as other Days, and know that he had very little Time to look into Accounts—into private Accounts; and I have often received his Directions upon public Duty from a ſick Bed.

Q. Why did you call thoſe Expences public Expences a while ago, and now call them private?

A. I call them private now, in as much as I believe them to have been paid by Mr. Haſtings's Sircars, and not by any public Officer.—I did not mean that the Nature of the Expences was, in my Opinion, altered.

Q. Do you not conceive that Mr. Haſtings entered them in his public Accounts?

A. I thought that they had been paid by the Civil and Military Paymaſters, in conſequence of Mr. Haſtings's Counter Signature of the Officers Bills.

Q. Then you do not know whether they were ſo paid, or not, of your own Knowledge?

A. I do not.

Q. Then how do you know that they were paid at all by the Sircars?

A. I think I have ſaid, or meant to ſay, I concluded they were.

Q. You do not know it?

A. I certainly do not know, either one way or the other, of my own Knowledge.

Q. Whether ſeveral of thoſe Perſons whom you mention, as being upon the Liſt, were Perſons who received monthly Salaries from Government?

A. They received monthly Salaries, but I now believe thoſe Salaries were paid by Mr. Haſtings.

Q. Why do you believe ſo?

A. From ſeeing the Charges for them in the Account.

Q. In whoſe Account?

A. Mr. Haſtings's Account.

Q. *(by Counſel.)* You mean the Accounts made out by Mr. Larkins?

A. Yes.

Q. *(by Managers.)* How do you know it? Do you know it any otherwiſe than from ſome Ground furniſhed to you by Mr. Haſtings, or his Agent?

A. I do not know that the Account was made out by Mr. Larkins. I never ſaw it till it appeared here.

Q. Then you do not know, of your own Knowledge, that Mr. Haſtings made any Part of that Expenditure?

A. I know that the Expenditure muſt have been made either by the Public or Mr. Haſtings; I did not know which till lately.

Q. By what Means is it that you know by which now?

A. By ſeeing the Accounts prepared by Mr. Larkins, and concluding that Mr. Haſtings would not have charged it again, if it had been before paid by the Company.

Q. Then you know it no otherwiſe than by a Concluſion of your own Reaſoning upon Mr. Haſtings's Character?

A. Certainly not.

Q. Then, was you acquainted at Calcutta with Mr. Larkins's being employed to keep Mr. Haſtings's private Accounts, as his Sircar?

A. Mr. Larkins was not Mr. Haſtings's Sircar.—His Sircar was a Perſon of the Name of Cantoo Baboo, but I know that Mr. Haſtings did intruſt the keeping his private Accounts to Mr. Larkins.

Q. Are you to be underſtood that Mr. Larkins was concerned in a joint Commiſſion with Cantoo Baboo, to keep the Governor General's private Accounts?

A. By no means.

Q. Then in what Way are you to be underſtood?

A. I meant that the Sircar, of courſe, reported his Expenditure to Mr. Larkins, probably by the Governor's Orders.

Q. Then, you are to be underſtood, that Mr. Larkins acted as Auditor of Cantoo Baboo's Accounts of Mr. Haſtings's private Affairs?

A. I have ſtated in what Manner he acted—I did not conſider him as Auditor.

Q. In what Light did you conſider him as concerned in Mr. Haſtings's private Tranſactions?

A. I conſidered him as a Friend of Mr. Haſtings; taking that Trouble off his Hands which he had no Time to attend to himſelf.

Q. Pray is not Mr. Larkins himſelf a public Officer in the Treaſury?

A. No; he is Accountant General.

Q. Is not that an Office of a pretty good Deal of Employment?

A. It is.

Q. Is it not an Office of a very great Deal of Employment?

A. It is a very laborious Office.

Q. Whether there was not another Perſon concerned in Mr. Haſtings's private Receipts and Expenditures, beſides Cantoo Baboo—another Native?

A. Upon my Word I cannot ſay.

Q. Whether his Perſian Moonſhy was not?

A. I really do not know.

Q. Do you recollect the Name of the Moonſhy?

A. I do not.

Q. When Mr. Larkins kept theſe Accounts now referred to, did he keep them in his Character of Accountant General to the Company, or that of Auditor, or in ſome other Capacity ſuperintending Mr. Haſtings's private Affairs?

A. I have mentioned that he kept them as a Friend of Mr. Haſtings, employed by him for that Purpoſe.

Q. Which, the public Expences or private?
A. I believe all Mr. Haſtings's private Accounts.

Q. Did he keep them as the private Accountant, or private Auditor of Accounts of all Mr. Haſtings's Expences with Relation to the Public, ſuch as you juſt now called public Expences and Expenditures?
A. He certainly did not keep Mr. Haſtings's private Accounts in his official Capacity of Accountant General, but in the Manner I have mentioned before—whether he conſidered them as a private or public Expence, I cannot ſay.

Q. You know the Courſe of Service: What is your Opinion of the Conſequence of the Accountant General of the Company keeping the public and private Accounts of the Governor General, and transferring them from public to private, at his Pleaſure?
A. The Accountant General certainly had no ſuch Authority, and could not have done it had he been ſo inclined; for he could not charge to the Company that which had not been paid by the Company, and it could not be paid but by a public Order.

Q. How do you know that?
A. Becauſe I believe no Money was paid from the Treaſury, but by the public Order.

Q. How do you know it?
A. Becauſe I iſſued all the Orders on the Treaſury myſelf.

Q. How do you know that no Money was ever paid or received as accounted for, but by Order of the Board?
A. I do not underſtand the latter Part of that Queſtion.

The Queſtion was read by the Clerk.

The Managers for the Commons ſaid, that inſtead of the Word 'received,' the Queſtion ſhould have been 'entered' as accounted for.

A. I really do not underſtand the Queſtion.

Q. Mr. Larkins was the Accountant General. Whether you know enough of Mr. Larkins's Tranſactions, to be certain that no Money could ever be entered as accounted for by him, that was not iſſued by an Order from the Council?
A. No public Money paſſed through Mr. Larkins's Hands as Accountant General. Mr. Larkins's Duty was only to receive the Accounts from the Treaſury and other public Offices, and to enter them in the General Account Books.

Q. Do you know, from your Knowledge of the Office, whether or no, if Mr. Haſtings had deſired him to enter thoſe as public Charges, he would or would not have done it?
A. I cannot conceive that he could have entered thoſe as public Charges which were not ſo; becauſe the Books would not have correſponded with the official Documents.

Q. Were there not Times when Mr. Haſtings was ſole in Council?
A. I believe not.

Q. Do you know who was in the Council when Mr. Haſtings propoſed the Payment of the Charges of the Mahometan School?
A. The Conſultation will tell; but I think Mr. Wheler and Mr. M'Pherſon were at the Preſidency; whether they attended the Board or not, I cannot ſay: I am not certain whether Mr. Stables was there at that Time.

Q. When Mr. Haſtings propoſed to the Board to enter One of thoſe Articles upon the public Accounts, and to give him a Bond for his Expenditure upon that Occaſion, how came he afterwards to enter it in his private Accounts, and after that, to attempt to re-eſtabliſh it in a public Account?
A. I really cannot anſwer that Queſtion, I know nothing about it; I remember an Application for a Bond.

Q. Whether he did not call for that Bond as for a public Service?
A. I underſtood the Bond to be applied for in conſequence of Money paid into the Treaſury.

Q. Whether you did not conſider the Madriſſa as a public Expence for which he demanded a Bond, as you have ſaid?
A. Mr. Haſtings incurred the Expence of his own Authority, and upon its being approved and adopted by the Board, it became a public Matter; and Mr. Haſtings was to be reimburſed the Expence he had incurred, and I think he did apply for a Bond for it, but I am not ſure.

Q. When Mr. Haſtings applied at that Time to the Council for a Bond, or other Payment of this Money, it was not conſidered as a public Expence?
A. I have ſtated it became ſo.

Q. The

Q. The Queſtion is, whether or no, when Mr. Haſtings applied for it, he did not conſider it as for a public Service?

A. It was incurred privately, and it would not have been a public Service unleſs it had been approved of by the Board.

Q. Then you are of Opinion, that no private Service becomes of a public Nature until it is approved of by the Board?

A. I believe that goes rather beyond my Meaning.

The Queſtion was read by the Clerk.

A. I think an Officer in the Command of a Detachment, may fail in his Operations from Miſconduct, which would not be approved of by the Board, and yet would be a public Meaſure.

Q. The Queſtion is, whether the Foundation of a College is, or is not, a public or a private foundation at the Pleaſure of the Board?

A. It is private when inſtituted by an Individual, and becomes public when taken off his Hands by the Government.

Q. Then the Expence laid out upon it, previous to its being taken off his Hands by the Government, is a private Expence?

A. I conceive the Board, in adopting the Undertaking, meant to relieve Mr. Haſtings from all the Expence of it.

Q. How came it then into Mr. Haſtings's private Accounts again?

A. I cannot tell that.

Q. Whether you have not ſtated it to be One of the Articles kept as a private Account by Mr. Larkins, or controuled as a private Account by him?

A. It appeared in the Account kept by Mr. Larkins.

Q. As Accomptant General, or as a private Accomptant of Mr. Haſtings?

A. As acting for Mr. Haſtings.

Q. Then upon what Principle was it brought forward again, as a public Account, or as a public Charge?

A. Becauſe I believe Mr. Haſtings thought himſelf intitled to a Reimburſement of it.

Q. Had he not demanded a Reimburſement of it before?

A. Not that I know of, except in recommending the Undertaking to be at the public Expence.

Q. Are you perfectly ſure that Mr. Haſtings did not demand Payment for it from the Company previous to the Appearance of Mr. Larkins's Account?

A. What I am ſure of I will ſtate.—Mr. Haſtings mentioned to the Board in a Minute his Eſtabliſhment of the Madriſſa, and I believe he propoſed it ſhould be patronized and ſupported by the Public as a public Undertaking, and that he ſhould be reimburſed the Expences he had laid out upon it. This, as well as I can recollect, was the Purport of his Minute, and the Board by adopting the Meaſure and reſolving that he ſhould be reimburſed, took all the Diſburſements upon the Company, and if he was not repaid the Whole of the Money laid out by him in the firſt Inſtance, he certainly had a ſubſequent Claim.

Q. The Queſtion is not as to the Juſtice or Injuſtice of the Claim, but whether you know that the very ſame Account, of which Mr. Haſtings demanded public Payment at a preceding Period, came to be demanded again a Second Time as a private Expenditure?

A. I do not know whether that Sum in Queſtion was expended previous or ſubſequent to the Firſt Demand; if previous, the Omiſſion then might be rectified afterwards; if ſubſequent, it could not be included in the Firſt Demand.

Q. Then you know nothing of this but hypothetically?

A. I have ſtated all I know.

Q. As it has been ſtated that Mr. Haſtings did make a Demand publicly of the Court to be reimburſed the Expence of this School, and afterwards enters it as a private Expenditure of his own, and then comes to the Court of Directors to be allowed for it as a Second Account—How do you reconcile theſe Two Things?

A. I conſider the Second Demand to be for an Expence not included in the Firſt Demand, but originating from the ſame Eſtabliſhment.

Q. How do you know that?

A. Becauſe it is ſtated to be laid out upon the Madriſſa.

Q. Whether, from your Knowledge of the Practice of the Service, you have Reaſon to ſuppoſe the Salary to the Monthly Writers employed by Mr. Haſtings, would at once have ceaſed to be paid from the Public Treaſury, for the Purpoſe of being reimburſed out of Mr. Haſtings's private Purſe?

A. I have ſtated they muſt either have been paid by the Public Paymaſter or by Mr. Haſtings.

Q. That is no Anſwer?
A. Then I really do not know how to anſwer the Queſtion.

Q. Whether of Courſe thoſe Salaries did ceaſe which were paid by the Company when Mr. Haſtings privately employed thoſe Writers?
A. They were not Perſons in the Company's Service, they had no Salaries of any Kind before he employed them.

Q. All of them?
A. I believe all the Names I have mentioned.

Q. Do you know *de facto* that they never did receive any Monthly Salary from the Company before they were employed by Mr. Haſtings?

Then the Liſt was again ſhewn to the Witneſs, and he ſaid,

A. Mr. Griffiths was not in the Service; Mr. Bird was not; Mr. Glover was not; Mr. Pleydell was not; Mr. Bowers was not; I believe none of them were in the Company's Service at that Time.

Q. Whether you are quite ſure they did not receive Monthly Salaries upon the Company's Account?
A. I believe they had no public Salaries, but what they received from the Governor General.

Q. Did you know any Thing of Mr. Haſtings's private Receipts, as well as his private Expenditures?
A. No.

Q. Did you know of One of 58,000 Rupees given to Mr. Haſtings by a Perſon commonly called Nundoolol, in 1781?
A. I know nothing of it.

Q. Do you know who Nundoolol was?
A. I have heard the Name frequently in India, but I do not recollect the Perſon.

Q. You do not know he had any Farm of Lands?
A. I am not certain who he was, or whether he had a Farm.

Q. Do you know any Thing of Two Lacks of Rupees given by Sadanund, Cheit Sing's Buxey, to Mr. Haſtings in 1781?
A. I do not know directly of that, but indirectly from the Minute of Mr. Haſtings which has been delivered in Evidence.

Q. Then you have no Knowledge of your own upon the Subject?
A. None at all.

Q. What Minute did you know it from?
A. The Minute which I believe has been read or alluded to.

Q. Whether in that Paper to which you allude there is any Mention of the Perſons you ſtate.

The Queſtion was objected to.

Then the Queſtion was read by the Clerk.

The Queſtion was altered by the Managers for the Commons as follows:

Q. Whether in that Paper to which you allude there is any Mention of Sadanund?

The Queſtion was ſtill objected to.

Q. Do you know of any Sum paid from Nudea privately to Gunga Govind Sing, or to any other Perſon for the Uſe of Mr. Haſtings?
A. No, I do not.

Q. Whether you know of 100,000l. given by the Vizier to Mr. Haſtings in the latter End of the Year 1781, or in the Beginning of 1782?
A. No.

Q. Do you know of any Bills or Jaydaads for 100,000l. ſent down from the Vizier to Mr. Haſtings in 1782?

The Counſel for the Defendant objected to the Queſtion.

A. I do not know of any Jaydaads.

Q. Do you know in 1784 of a Sum of Money privately given to Mr. Haſtings by a Perſon commonly called Rajah Nobkiſſen?
A. I left India in 1783, and I do not.

Q. Did you hear any Rumours of a Preſent from Kelleram to Mr. Haſtings?
A. I do not recollect to have heard ſuch a Rumour.

Q. Did you not in June 1780 hear mentioned in Council, when Mr. Haſtings was there, of a Preſent which Kelleram was authorized to make to Mr. Haſtings, for a Farm a Part of Bahar to Cullian Sing, on the Part of himſelf and Kelleram, or one of them?
A. I do not think I did.

Q. Then do you remember any Proceedings in the Council General, reſpecting Mr. Bright, a Member of the Patna Committee in June 1780?
A. I was ill Part of June 1780, but I remember ſomething of an extraordinary Letter from Mr. Bright, which was ſpoken of, I believe, about that Time; I do not know the Purport of the Letter now.

Q. Was not Mr. Bright diſmiſſed for bringing Charges of Corruption againſt Mr. Haſtings?

The Counſel for the Defendant objected to the Queſtion.

The Queſtion was read by the Clerk.

The Counſel for the Defendant perſiſted in their Objection.

The Managers for the Commons were heard in Anſwer to the Objection.

The Witneſs ſaid,

A. I believe Mr. Bright was diſmiſſed the Service for writing that extraordinary Letter; but whether the Proceedings upon it took Place in the Revenue Department, where I had no Buſineſs, or at the Council General, I cannot ſay poſitively.

Q. Whether you do not know that Mr. Bright was diſmiſſed, among other Things, for ſtating that particular Fact about Kelleram?

The Queſtion was objected to.

Then the former Anſwer was read by the Clerk.

The Witneſs deſired to add at the End of it, the following Words:

At this Diſtance of Time.

Q. Have you not heard at that Time that there was an expreſs Charge againſt Mr. Haſtings by Mr. Bright for this very Act?

The former Queſtion and Anſwer were again read by the Clerk:

And the Witneſs added to his Anſwer, as follows:

Nor do I know or recollect the Contents of that Letter.

Q. Whether you know of any Peſhcuſh from Dinagepore in 1779, 1780, and 1781, otherwiſe than what was publickly paid by the young Rajah, and entered upon the Conſultations?
A. Theſe Conſultations were in the Revenue Department, and did not come within my Cognizance.—I know nothing of this Peſhcuſh.

Q. Whether you know, whether it was in the Revenue Department, or in any Department?
A. I conclude ſo from the Subject of it, if it was in any Department.

Q. Whether you know or have heard any Thing of a Peſhcuſh from Dinagepore in 1779, 1780, or 1781, otherwiſe than what was publicly paid by the young Rajah, and entered upon the Conſultations.

The Managers for the Commons were informed that the Witneſs had anſwered the Queſtion both Ways, that he had ſaid, that as to the Conſultation, it was not in his Department, and, in the next Place, that he knew nothing of the Fact.

Q. Then do you ſay, upon your Oath, that you have not heard of any ſuch Peſhcuſh privately paid from Dinagepore in 1779, 1780, or 1781.?—Whether you have heard of any ſuch Peſhcuſh privately received by Mr. Haſtings in thoſe Years?
A. I never heard of any Peſhcuſh privately received by Mr. Haſtings from Dinagepore while I was in India.

Q. Have you heard of it in England?
A. I have attended during the Courſe of this Trial, and have heard of all the Preſents Mr. Haſtings is alledged to have taken.

Q. Do you not know it was in a Letter of Mr. Larkins, concerning whoſe Accounts you have been examined?
A. I cannot ſay poſitively?

Q. (by

Q. (*by Counſel.*) Whether the Sailing of the Lively was not protracted from Time to Time by various Cauſes from July to the Month of December 1782?
A. The Lively was a Packet which was kept in Readineſs from June 1782, and I think a Letter was written to go by her in the Middle of July 1782, but ſhe was not ultimately diſpatched from Bengal till December.

Q. When you received the Letter from Mr. Larkins by his Jemmadar, was not Mr. Larkins then abſent from Calcutta on account of ill Health?
A. I believe Mr. Larkins was ill, and made a Trip upon the River for the Benefit of his Health.

Q. Was it about that Time you received the Letter?
A. I believe it was about that Time. I think it was done on the Eve of his Departure; I cannot ſpeak poſitively.

Q. (*by Managers.*) Whether you recollect the Day on which the Packet was brought to you from Mr. Larkins, the ſealed Packet?
A. I believe the public Diſpatches were dated about the 9th of December, and this Letter was brought to me while the Diſpatches were preparing to be made up; they generally take a Day or two, as there are ſo many Papers.

Q. How ſoon after did you return an Anſwer to Mr. Larkins with the Letter?
A. I returned it immediately by his own Servant.

Q. With the Meſſage you mentioned?
A. With the Meſſage I mentioned.

Q. How ſoon after did Mr. Larkins diſabuſe you of the Miſtake relative to that Letter?
A. I believe it was ſome Months after.

Q. But you are quite ſure Mr. Larkins did not inform you it was a Miſtake before?
A. No, he was abſent at that Time; he informed me perſonally after his Return.

Q. When was your firſt Converſation with Mr. Larkins upon that Subject?
A. It was after Mr. Larkins's Return; but I cannot ſay how ſoon.

Q. You ſaid ſome Months?
A. Yes, I think it was; I beg Pardon; I believe Mr. Larkins afterwards made a Voyage to Bombay.

Q. How ſoon before he went to Bombay?
A. I really do not recollect exactly when it was, but ſome Time after the Circumſtance.

Q. Was it before or after the Sailing of the Packet?
A. Certainly after the Sailing of the Packet.

Q. (*by Counſel.*) Have you any Recollection of the preciſe Time when this Letter was delivered to you from Mr. Larkins, except that, as you have ſtated, it was about the Time that Mr. Larkins was taken ill, and that he ſent you the Letter on the Eve of his Departure from Calcutta?
A. What marks it to me moſt particularly is, that I recollect I was making up or preparing the Diſpatches of the Lively, which generally takes a Day or two, and therefore I ſuppoſe it was about the Date of the Letter, or a very little Time before it.

Q. (*by a Lord.*) If an immediate Anſwer had been returned by Mr. Larkins to the Meſſage ſent by you, and the Miſtake had been explained, and Mr. Haſtings's Packet returned, whether it would or not have come in Time to go by the Lively?
A. Undoubtedly it might have come in Time to go by the Lively, if Mr. Larkins had not actually left Calcutta.

Q. Do you know of any Order or Letter from the Court of Directors that diſpenſes, or did diſpenſe, with the Preſident and Council that were there taking the Reſtrictive Oath propoſed by Lord Clive?
A. No; I do not know of any ſuch Order; I believe the Oath was obſolete before I came into Office.

The Witneſs was directed to withdraw.

Then JOHN WOODMAN Eſquire was called in, and, being ſworn, was examined as follows:

Q. The Managers have given in Evidence an Account of Remittances made by Mr. Haſtings, between the Years 1772 and 1786, by Bills and by Diamonds, to the Groſs Amount of 238,000 l. and a Fraction; have you ſeen that Account?
A. I have ſeen that Account.

Q. Did you, during the Period between the Years 1772, and 1786 or 1785, act as Attorney to Mr. Haſtings in England?

A. I did.

Q. Was you in that Character jointly with Sir Francis Sykes and other Gentlemen in the Receipt of all the Remittances made by Mr. Haſtings in that Period, to the beſt of your Knowledge and Belief?

A. Sir Francis Sykes was not the whole Time; Mr. Waller, another Gentleman, was with me firſt, and after him Sir Francis Sykes.

Q. How much of this groſs Amount of 238,757 l. was remitted on the Account of other Perſons than Mr. Haſtings?

A. There were Forty odd thouſand Pounds more, I believe, by the Bills I examined at the India Houſe. I do not know the Sums, I did not take them down.

Then an Account was ſhewn to the Witneſs, and he was aſked,

Q. Is that the Account?

A. Yes; this is the Account; here is 66,422 l. 14 s. 9 d. There is another Charge made to Mr. Haſtings of 14,880 l. which there were no Vouchers for, nor nothing that I ſaw at the India Houſe relative to it, and another Sum of 2,500 l.

Q. You are underſtood, therefore, to deduct thoſe Sums of 66,422 l. 14 s. 9 d. 14,880 l. and 2,500 l. from the Sums belonging to Mr. Haſtings during the Time you acted as his Attorney?

A. Thoſe Sums never came into our Hands.

Q. What was the Balance, beginning in the Year 1778, and ſo down to the Period of Mr. Haſtings's Arrival in England, in each ſucceſſive Year?

A. At the End of every Year we ſent out a Statement and Account of Mr. Haſtings's Receipts and Diſburſements upon a Sheet of Paper, and that was marked Number 1; we had another Piece of Paper marked Number 2, by which we ſent an Account of the whole Property in our Hands, ſigned by the Three Attornies. On the 18th December 1778, 67,774 l. was the Balance of the Property in our Hands; the 16th of May 1780, 72,657 l.; the 12th of February 1781, 73,285 l.; the 4th of February 1783, 65,890 l.; the 25th February 1784, 64,513 l.; and the 25th of June 1785, the Time of Mr. Haſtings's Return, the Account delivered to him was 72,463 l.; I have not mentioned the odd Shillings; and at the End of the Year 1785, or January 1786, the Sum of 65,322 l.

Q. Do you know of any other Remittances during that Time made by Mr. Haſtings, or for his Uſe, than what formed a Part of ſome one of the ſeveral Accounts made out in the ſucceſſive Years reſpecting which you have al eady given Evidence?

A. I do not know of any.

Q. Do you know of any other Perſon who, during this Period, acted as Attorney for Mr. Haſtings in any of his pecuniary Affairs?

A. I do not.

Q. Are you a Relation of Mr. Haſtings?

A. By Marriage.

The Managers for the Commons ſtated, that they had no Queſtions to aſk this Witneſs.

The Witneſs was directed to withdraw.

Then Mr. HALHED was again called in, and examined as follows:

Q. Have you examined the Account given in Evidence of the Sums diſburſed by the Governor General for the Diet and Charges of the Pundits employed in compoſing the Code of the Hindoo Laws, and of the Salaries of the Perſons employed in tranſlating Books of the Mahometan Laws, and the other Charges incidental to the ſame; and the Wages and other Expences of the Madriſſa or Mahomedan Academy; have you examined that Account?

A. I have.

Q. Did ſuch Payments, as in that Account are ſtated to have paſſed through your Hands, in Fact ſo paſs?

A. They did.

Q. Have you any Reaſon to know or believe that the other Sums charged in that Account as having been paid to other Perſons upon ſimilar Accounts were in Fact paid and diſburſed?

A. I preſume they were paid.

Q. Were the Charges therein ſtated, reaſonable Charges for the Purpoſes on Account of which they purport to be paid?

A. I conceive them to have been reaſonable.

Q. According to the beſt of your Judgment?
A. It is.

Croſs-examined by the Managers.

Q. Do you know who it was that gave you the Money to pay thoſe People?

A. I only paid a Part of them, ſuch as are ſtated in that Account; for that Purpoſe I received the Money of Mr. Larkins.

Q. As Mr. Haſtings's Money?
A. As Mr. Haſtings's Money.

Q. Then Mr. Larkins appeared to you to be the Perſon that paid Money for Mr. Haſtings?
A. When I had received Permiſſion of Mr. Haſtings to charge the Account to him, I went directly to Mr. Larkins.

The Witneſs was directed to withdraw.

Then Mr. WRIGHT was again called in and examined as follows:

Q. Have you ſeen the Account of the Expences in the Office of the Governor General, incloſed in the Letter of the 21ſt of February 1784, from Mr. Haſtings to the Court of Directors?
A. I have.

Q. Are the Expences therein ſtated as having been incurred in that Office charged any where to the Company except in that Account?
A. I do not find they are.

Q. Have there been any Charges made to the Company of a ſimilar Nature, that have occurred in the ſame Office, by Lord Cornwallis?
A. A conſiderable Charge of that Kind has been made for Writers aſſiſting the Governor General during Lord Cornwallis's Government, at leaſt as far as the Particulars of the Accounts are received.

Q. Do thoſe Charges upon an Average appear to be more or leſs each Month than thoſe made by Mr. Haſtings?
A. More.

Q. How much more?
A. The Expences of a private Secretary, and Writers charged on Account of Mr. Haſtings from April 1772, to December 1783 incluſive, independent of the Charge in the Account accompanying the Letter of February 1784, is 97,025 Current Rupees, which for the whole Period, being 141 Months, is at the Rate of 688 Current Rupees per Month; the Amount charged in the Account I before mentioned in the printed Evidence, is 149,871 Rupees, or 1,063 upon the Average per Month. Thoſe Two amount to 1,751 Rupees a Month. Expences of the private Secretary and Writers for Lord Cornwallis, from September 1786 to April 1790, being the lateſt Period to which the Particulars of the Durbar Account is received, amount to 95,983 Rupees, or at the Rate of 2,182 Rupees a Month.

Croſs-examined by the Managers.

Q. Have you an Account of Lord Cornwallis's Charges compared with Mr. Haſtings's for Houſes for his Aid de Camps?
A. No I have not.

Q. Whether Lord Cornwallis's public Charges do not appear in his periodical Accounts monthly, or otherwiſe?
A. I believe all the Charges made by Lord Cornwallis will appear either in his Durbar Accounts, or thoſe for his Military Secretary in the Military Paymaſter's Accounts.

Q. Did they appear in his monthly Diſburſements?
A. Certainly.

Q. Are thoſe remitted to the Court of Directors in ſuch a Manner as that they may exerciſe their Judgment upon them?
A. Certainly, for the Period I mentioned; that is, to April 1790.

The Counſel for the Defendant informed the Houſe they had now cloſed their Evidence on the Defence to the 6th Article, and to thoſe Parts of the Seventh and of the Fourteenth Articles upon which the Managers for the Commons had relied.

The Counſel for the Defendant ſtated, they would now, in Conformity to the Communication made to the Houſe by the Defendant when the Houſe laſt met, immediately proceed to give Evidence in his Defence to the Fourth Article of Charge reſpecting Contracts, without opening the ſame; as to the Eleven firſt Paragraphs of which they ſhould not trouble the Houſe with any Evidence at all, the ſame containing no Matter of Accuſation: That the Two next Paragraphs related to the Subject of the Opium Contract, as to which the firſt Evidence produced on the Part of the Proſecution was a Part only of a Conſultation of the 23d of November 1773, in Page 1303 of the printed Minutes, beginning in the Middle of a Sentence, and leaving out all that preceded it;

They ſhould proceed therefore to ſupply the Defect, and to ſhew, that inaſmuch as the Monopoly of Opium was to exiſt, Mr. Haſtings only transferred the Benefit of it from Individuals to the Company.

Read, from Book 215, already delivered in, the following Extract of a Conſultation of the 23d November 1773, beginning at Page 3642 of the ſame Book.

“ Fort William, the 23d November 1773.

Rev. Dept. Tueſday.

“ At a Conſultation; Preſent,
The Honble. Warren Haſtings, Eſquire, Preſident;
William Alderſey,
Philip Milner Dacres,
James Lawrell,
Henry Goodwin,
John Graham,
George Vanſittart,
} Eſquires.
The Royroyan attending.

“ Read and approved the Proceedings of the 19th inſtant.

The Subject of the Opium Trade reſumed.

“ Reſuming the Conſideration of the Governor's Letter, entered in Conſultation of the 15th October, regarding the Ophium Trade in the Province of Bahar, Mr. Vanſittart delivers in the following Minute:

Mr. Vanſittart's Minute.

“ Ever ſince the Eſtabliſhment of our Influence in Bengal by the Battle of Plaſſay, almoſt the whole Opium Trade of the Bahar Province has been in the Hands of the Gentlemen reſiding at Patna. Through different Gomaſtahs being employed, frequent Diſputes aroſe, and ſometimes Lives were loſt in the Frays which happened between them, as has already appeared upon the Company's Records. Since the Year 1765, it has been uninterruptedly carried on as a joint Concern under the Charge of a ſingle Gomaſtah. I believe the Quantity received in the Year of the Famine, incluſive of what was delivered to the Dutch, was leſs than 800 Cheſts; it increaſed the next Year to near 1,400, and the Year after to upward of 1,800, although Perwannahs were each Year circulated through the Province, and inforced with all poſſible Attention, that no Ryot ſhould be obliged to cultivate the Poppy againſt his Will, whether he had formerly cultivated it or not. I mention this Circumſtance as a Proof that the Mode of carrying on the Trade was not oppreſſive to the Ryots:—Indeed the Price which is now paid them is more than they uſed to receive before the Eſtabliſhment of the Engliſh Influence in the Country. It does not appear to me that, in the preſent Situation of Things, an Attempt to lay the Trade open, would be either advantageous to them, or beneficial to the Commerce of the Province.—Had every Merchant free Liberty to make them Advances, they would receive Money in Abundance, they would diſſipate a Part of it, they would be unable to manufacture Ophium ſufficient to complete their Engagements; at the Seaſon of Delivery every Merchant would be anxious to ſecure the Quantity for which he contracted; Battles would be fought, as was the Caſe before the Year 1765; the Ryots would be ſeized and impriſoned; and each Farmer would diſcourage the Cultivation, to prevent his Diſtrict from being a Scene of Diſturbances:—By this Means the Produce would be diminiſhed; moreover the Ryots would adulterate their Ophium to compenſate for their Deficiences, and both theſe Circumſtances would materially injure this Country, by having an immediate Tendency to the Deſtruction of an advantageous Branch of its Foreign Commerce.—Were Advances prohibited, none would have the Power to make them but the Gentleman at Patna, or the Farmers themſelves, who are immediately under their Authority, and the Trade would in conſequence continue on nearly the ſame Footing as it is at preſent; or were it poſſible to take effectual Meaſures to inforce the Prohibition of Advances, the Cultivation of the Poppy would be almoſt entirely prevented, and the Ryots have not Subſtance ſufficient to undertake it at their own Expence.

“ G. Vanſittart.

“ The Board having fully debated and conſidered the Subject, are unanimouſly of Opinion, That the Trade could not be laid open at this Juncture without being productive of evil Conſequences to the Ryots and to the Country, and if it be continued a Monopoly, they think it had better be ſo avowedly, and for the Advantage of the Company, than in a clandeſtine Manner for the Benefit of

Reſolution thereupon.

a ſingle Factory. It is therefore ☞ [reſolved, That an excluſive Privilege be given to Meer Manneer, the Succeſſor of Meer Aſhraf, for providing Ophium in the Bahar Province: That he ſhall engage to deliver in Calcutta all which may be produced in the Bahar Province at 320 Sicca Rupees, and what he may procure from Garypore, or any other Diſtrict of the Nabob Shuja ul Dowlah, at 350, agreeably to the annexed Writing, which ſhall be ſent to Patna for him to execute; that he ſhall deliver to the Dutch the uſual Quantity with which they have been ſupplied, at the cuſtomary Price; that Half the Money ſhall be advanced immediately, and Half on the Delivery of the Ophium; that the Quantity delivered to the Company ſhall be ſold on their Account by publick Auction, and that what may be required for the Settlement of Balamgangan ſhall be reſerved for it, and invoiced at the medium Price of the Sales at the Auction.—The Board are induced to give this excluſive Privilege to Meer Manneer in Preference to any One elſe, becauſe, being the Perſon who has for ſome Years been employed by the Gentlemen of Patna in this Buſineſs, he is the beſt acquainted with the proper Mode for managing it, and will account with them for any Advances which they may have already made.—As the Succeſs of the Ophium Trade depends much upon its Quality, and the Exportation of any which is bad renders the Malays ſuſpicious of the Whole, and thereby diminiſhes the Demand for it, and is injurious to this Branch of the Commerce of Bengal, the Agent ſhall be required to be particularly attentive to this Object; and as conſiderable Quantities of a bad Quality have of late been imported from Neinpar, and other Parts of the Nabob Shuja ul Dowla's Country, it is reſolved, That as a Diſcouragement to ſuch Importation, and the manufacturing of bad Ophium, an additional Duty of One Sicca Rupee per Seer be levied upon all Ophium not provided by the aforeſaid Agent, and that Orders be in due Time iſſued accordingly] (*a*) ☞ to the Cuſtom Houſes.

Sunned ſettling the Management of Ophium on Meer Manneer and Ramchund Pundit.

"Be it known to the Mutſiddies, Canoongoes, and Zemindars of the Soubah of Behar.—Whereas the Management of all the Ophium in that Soubah is ſettled on Meer Manneer and Ramchund Pundit, Account the Year 1181 Fuſſily: It is therefore ordered, That you do aſſiſt them in the Management of that Buſineſs, and on no Account ſuffer any other Perſon to interfere in it; and they, on their Parts, will make their Purchaſes of Ophium to the Satisfaction of the Cultivators, and by no Means be guilty of any Oppreſſion. 4th December 1773, anſwering to the 22d of Augun 1180 Bengal.

Agreement accompanying the Board's Reſolution.

"The Honble. Preſident and Council of Fort William having granted an excluſive Privilege for manufacturing Ophium in the Bahar Province, we do hereby engage to deliver to them at Calcutta, at 320 Sicca Rupees ℘ Cheſt, all the Ophium which may be produced in the Bahar Province.—We further engage to deliver to the Honble. Preſident and Council before mentioned, all the Ophium which we or our Agents may procure from Gazypore, or any other Diſtricts belonging to the Nabob Shuja ul Dowla, at the Rate of Three hundred and fifty Sicca Rupees ℘ Cheſt: The Riſque and Charges of tranſporting the Ophium to Calcutta ſhall be on our Account; and we alſo will be anſwerable for the Payment of the Government's and Company's Duties as at preſent eſtabliſhed. Half the Advances for the Ophium which we may be able to provide for the ſaid Honble. Preſident and Council ſhall be made us immediately, and the other Half on the Delivery of the Ophium at Calcutta. We will be particularly attentive to the Quality of the Ophium, and will engage that it ſhall all be good and merchantable; ſhould any of it be ſuſpected to be otherwiſe, it ſhall be determined by Arbitrators, Two to be choſen by us, and Two by the Honble. Preſident and Council; and ſhould they adjudge it not to be good and merchantable, we will pay to the Honble. Preſident and Council whatever the ſaid Arbitrators may adjudge to be the Difference of its Value, according to the Market Price at Calcutta.—We further bind ourſelves, under the Penalty of a Lack of Sicca Rupees, that we will not directly or indirectly diſpoſe of any Ophium to any other Perſon beſides the Honble. Eaſt India Company, excepting that we will deliver to the Dutch Factory at Patna the Quantities with which we have uſually ſupplied them.

"We do further engage, That we will carry on this Buſineſs to the Satisfaction of the Ryots, and will not attempt to force any One to cultivate the Poppy againſt his Inclination.

Advertiſement regarding Ophium.

"This is to give Notice to all Europeans, Natives, and others reſiding under the Honble. Company's Protection in Bengal and Bahar, That the Honble. Preſident and Council of Revenue at Fort William, have granted to Meer Muneer and Ramchurn Pundit the excluſive Privilege for manufacturing Ophium in the Bahar Province on Account of the Honble. Company; and all other Perſons reſiding under the Honble. Company's Protection, are hereby prohibited from purchaſing Ophium in the Province of Bahar under the Penalty of Confiſcation.

"The Honble. Preſident and Council of Revenue do alſo give Notice, That they have ordered an additional Duty of One Sicca Rupee ℘ Seer to be levied upon the Ophium not provided by the afore-mentioned Meer Muneer and Ramchurn Pundit, which may be imported from Gazypore, Gooroockpore, or any other Part of the Nabob Shuja Dowla's Dominions.

(*a*) Vide ſupra, Page 1304.

“ To Thomas Lane Eſquire, Chief, &c. Council at Patna.

“ Gentlemen,

Letter to Patna in conſequence, Ls. 577.

“ Having come to a Reſolution that all the Ophium produced in the Bahar Province, ſhould be purchaſed on Account of the Honble. Company; and underſtanding from Cooſhaut Chund, the Vakeel of Meer Muneer, that his Maſter and Ramchurn Pundit, as Agents for the Family of Meer Aſhraf, are deſirous of undertaking the Proviſion of it, we have thought proper to prepare for them a Sunned for the excluſive Privilege of manufacturing that Article; and we have alſo drawn out an Agreement to be executed by them. We herewith encloſe you both the Agreement and the Sunned, and direct that you will call them before you, and deliver them the Sunnud as ſoon as they have executed the Agreement, which you will return to us. We alſo encloſe you an Advertiſement, which you will cauſe to be publiſhed at Patna, prohibiting all other Perſons under the Company's Protection, under the Penalty of Confiſcation, from purchaſing Ophium in the Bahar Province. And we have further reſolved, That an additional Duty of One Sicca Rupee ⅌ Seer be levied upon the Ophium, not provided by Meer Muneer and Ramchurn Pundit, which may be imported from Gazypore or Gooroockpore, or any other Part of the Nabob Shujah Dowla's Dominions. (a)

(Signed at the End of the Conſultation)

“ Warren Haſtings,
W. Alderſey,
P. M. Dacres,
James Lawrell,
H. Goodwin,
J. Graham,
George Vanſittart.”

Read, from Book 188, already delivered in, the following Extract of a Conſultation of the 15th October 1773, beginning at Page 3237 of the ſame Book.

“ Fort William, Bengal, 15th October 1773.

Rev. Dept.

“ At a Council; Preſent,

The Honble. Warren Haſtings Eſquire, Preſident;
Gen^{l} S^{r} Rob^{t} Barker,
W^{m} Alderſey,
Philip Milner Dacres,
Jn^{o} Graham,
and
Geo. Vanſittart,
Eſquires,
Mr. Goodwin indiſpoſed.

“ The Honble. the Preſident delivers in the following Letter to William Alderſey, &c. Council of Revenue.

“ Gentlemen,

“ The Competitions which had begun to take Place for Purchaſe of Opium in the Province of Bahar, induced me to make ſome Enquiries concerning the State of the Trade, and the Mode of conducting it. I learn, that from the Firſt Introduction of the Culture of Opium into Bahar, or at leaſt for a long Series of Years, it has always been a Monopoly, and of Courſe always in the Poſſeſſion of Power or Influence: This is the Footing on which it now ſtands. You are already informed, that Meer Monhier contracted to furniſh the Quantity required for the Company's Uſe, which is 800 Cheſts.

“ In Effect he is in Poſſeſſion of the whole excluſive Trade, in virtue of the Powers granted to him by the Chief and Council at Patna; beſides the Quantity delivered to the Company, the Dutch Factory is allowed about 400 Cheſts annually, and the French Reſident puts in his Claim for 100 more. Theſe may both be conſidered as Indulgences, as it is optional in the Gentlemen of the Factory to permit or diſallow them.

“ Many Individuals alſo among the Engliſh, who either hold Employments in that Province, but do not belong to the Factory, or who reſide there on the Footing of mere Adventurers, allured by the Profits of this Trade, have attempted to participate in it, and the Oppoſition which they have met with from the Power of the Contractor, Meer Monhier, has been exclaimed againſt as a grievous Oppreſſion, every one conceiving himſelf to be equally entitled to Benefits of a Trade from which they are not excluded by any authentic Act of Government.

“ It is with Reluctance that I introduce any Subject which the Prejudices of the Times may convert to the Injury or Diſreputation of the Servants of the Company. I ſee ſuch a Tendency in that which I now ſubmit to your Conſideration; therefore, to obviate its Effect, it is my Duty, in Truth, to add, that this Practice is in no wiſe imputable to the preſent Members of the Council of Patna; they only tread the Path which has been beaten for them by their Predeceſſors for a long Courſe of Years. I have a perſonal Knowledge of its having exiſted ſo long ago as the Year 1761. I believe the Gentlemen who are now in Poſſeſſion of this Privilege exerciſe it with the greateſt Moderation.

(a) Vide ſupra, Appendix, N° CLXXVII.

" The only Alternatives which occur to me for the Regulation of this Commerce, are the following, viz.

" 1ſt. To authorize and declare an excluſive Property in it, on ſuch Conditions as ſhall be deemed a proper Compenſation to the Company for foregoing the Advantages which it might yield them, if poſſeſſed by themſelves.

" 2d. To take it into the Hands of Government for the whole Emolument of the Company.

" 3d. To free it from all Reſtrictions, and lay it open to all Men indiſcriminately.

" By the Firſt Plan the Company would receive an annual Income, as a Conſideration for the Grant, and a cheap Rate for the Proviſion of the Quantity required for their own Uſe; it would not be conſidered by the Ryotts as a Hardſhip, becauſe they have been long accuſtomed to it, and the Rates are fixed; neither could it be attended with Oppreſſion, if proper Care were taken by the Chief and Council, that the Ryotts were not compelled to cultivate the Poppy any longer than when they find their Account in it. I am aſſured that Purwannahs have been repeatedly iſſued by the Chief of Patna, ſtrictly forbidding the Practice, and declaring the Inhabitants free to employ their Lands in whatever Culture they thought proper. This Liberty affords them an eaſy and effectual Remedy againſt new Exactions, and makes it the Intereſt of the Merchant to ſatiſfy the Ryott, as an oppoſite Conduct would leſſen the Quantity of the Produce, by forcing the People to apply their Lands to other Uſes.

" The Objections of this Mode are thoſe which occur againſt Monopolies in general, that it prevents the Increaſe of this Production, and that it prevents its obtaining its due Value which would prove a Benefit to the Circulation of the Country; beſides the Deteſtation in which the Word itſelf is univerſally held, even by thoſe who do not underſtand the Meaning of it.

" The Second Plan would be attended with a certain immediate Profit to the Company. It is liable to the ſame Objections with the Firſt as a Monopoly; it is alſo to be feared that the Profits would ſoon fall to Nothing, as the Company's Agents would not give the ſame Attention to it when it was the Property of the Company as the preſent Proprietors do; becauſe it is their own, and of Courſe it would be adulterated, and in Time grow wholly unfit for the foreign Markets.

" In Support of the Third Plan, it may be argued, that it would increaſe the Produce (as has been before obſerved), that the Multitude of Competitors would raiſe the Price and bring Money into the Country, which would ultimately find its Way through the Land Revenue or Cuſtoms into the public Treaſury; that it would contribute to the general Benefit of Trade, which always languiſhes under Confinement, and that it is conformable both to the Commands of our Honourable Maſters, and the Spirit of all our late Regulations for the Liberty of Trade in every other Inſtance.

" On the other Hand it may be urged, that the Increaſe of any Production not neceſſary to Life is not an Advantage, if ſome other Commodity equally valuable muſt be given up to make Room for it; that it is not a Neceſſary of Life, but a pernicious Article of Luxury, which ought not to be permitted but for the Purpoſes of foreign Commerce only, and which the Wiſdom of Government ſhould carefully reſtrain from internal Conſumption; that the foreign Commerce will take off but a certain Quantity, not much exceeding perhaps the preſent Exportation, and the Surplus muſt of Courſe either find a Sale at Home, (which ought not to be permitted) or would lower the Price of the Whole, which would defeat the principal End of this Regulation; that the immediate Effect would be an Increaſe of the Price, which would raiſe the Price of that provided for the Company, and be an immediate Loſs to them, which may be placed againſt the Advantages of an increaſed Circulation; that this would laſt but for a ſhort Time, and as the Quantity encreaſed, the Price would fall in Proportion; that the Extenſion of this ſingle Article of Trade would not prove a Benefit to Trade in general, with which it has no Connection, but in Effect only take the Profits of it from thoſe few, who now ſolely poſſeſs it, and divide it amongſt as many as may chuſe to ſhare it; that neither the Commands of our Honourable Maſters, nor our own Inſtitutions will be more hurt by a Monopoly of Opium, than by an excluſive Manufacture of Salt Petre, or by the Farms of Salt, which have no Influence on the Production, Manufactures, Purchaſe, or Sale of any other Articles of Commerce, becauſe they have no mutual Connection with them; that the Multitude of Competitors, while the Trade continues an Object of Competition, will create numberleſs Diſorders in the Country, which it is much to be feared will occaſion a dangerous Abuſe of the Courts of Juſtice, ſince it will be difficult to deviſe any Form for them in which the Members of the Factory ſhall not poſſeſs a principal Authority, and will thereby become Judges in their own Cauſes.

" I muſt add my own firm Perſuaſion, that it is not in the Power of this Government, conſtituted as it now is, to aboliſh the Monopoly altogether, but that it will ſubſiſt by ſecret Influence; the Effects of which will be much more than thoſe of an allowed Monopoly under proper Regulations.

" I leave the Subject at large for the Deliberation of the Board, declaring, that whatever Way my Opinion may ſeem to incline, I reſerve it free and unbiaſſed to be guided by the Reaſons which a fuller Diſcuſſion may produce. The Subject is not of much Importance in itſelf, but it may prove of great Importance to our own Characters in the Deciſion which ſhall be paſſed upon it, which muſt be my Excuſe for the Length to which I have drawn it.

" I am, &c.

(Signed) " Warren Haſtings."

(Signed at the End of the Conſultation)

" Warren Haſtings,
R. Barker,
W. Alderſey,
P. M. Dacres,
J. Graham."

The Counſel for the Defendant ſtated, that the next Subject of the Article was the Contract made with Mr. Sulivan in the Year 1781, which is ſtated to have been ' upon Terms glaringly extravagant and wantonly profuſe, for the Purpoſe of creating ' an inſtant Fortune to Mr. Sulivan, at the Expence of the Eaſt India Company.' They ſhould therefore proceed to ſhew, that the Contract made with Mr. Sullivan was made upon preciſely the ſame Terms, and thoſe the beſt that had ever been made with any Perſon antecedent to that Period.

Read, from Book 229, the following Extract of a Conſultation of the 3d May 1775, beginning at Page 526 of the ſame Book.

" Fort William, the 3d May 1775.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
The Honble. George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" Read, the following Letter from the Provincial Council at Patna.

" Honble. Sir and Sirs,

" In Compliance with your Orders to tranſmit to you our Opinions what Mode it will be moſt adviſeable to adopt for the future Proviſion of the Ophium; we take the Liberty of requeſting your Attention to the following Remarks, which we flatter ourſelves contain every requiſite Information.

" We ſhall begin with obſerving that we by no Means think it an eligible Plan to oblige the Farmer to deliver his Ophium in Kind, as Part of his Rents. In the firſt Place, we ſhould find a great Difficulty in prevailing on him to advance ſo large a Sum of his own (would his Circumſtances admit of it, which is ſeldom the Caſe) for the Purpoſe of manuring the Grounds, which is abſolutely neceſſary, and this would ariſe from his Apprehenſion of an inclement Seaſon, that never fails to deſtroy the Plant, and fruſtrate all Hopes of any Advantage he expected to reap from its coming to Maturity; but, ſhould he waive this Objection, and cultivate the Poppy, what Security can be had for his delivering in the Produce of it, when ſo much greater Advantages would reſult to him from ſelling it clandeſtinely, whereby the Company's Revenue would be endangered, and the Profits of the Ophium loſt likewiſe; beſides, we eſteem the Truſt already lodged in the Renters of the Revenue ſufficient without this Addition of Trouble and Riſk.

" Throwing the Trade open, we conceive, will be productive of ſtill more dangerous Conſequences, as tending to involve the Country in continual Diſorders from the Diſputes that will inevitably ariſe among the Number of Purchaſers of this Article, and be a ſtrong Inducement to the Farmer to adulterate it with a View of enlarging the Quantity, which muſt of Courſe leſſen the Eſtimation of it at the foreign Markets, and occaſion a great Reduction in the Price, which will ultimately operate to the Prejudice of the Country and the Revenues.

" The Advances are made by the Contractor from the Beginning of October to the End of January, in order to enable the Cultivators to prepare the Ground, which is done at great Expence, and the Opium collected in from the Beginning of March to the End of May.

" The Ryott or Cultivator pays to the Farmer from Six to Ten Rupees per Begah for the Land, according to its Richneſs, and delivers his Opium to the Manufacturer at the Rate of from 60 to 65 Rupees per Maund for the inferior Sort, and from 70 to 75 for the beſt, and the Difference in Quality is entirely owing to the Soil in which it is produced. The Additions to the original Price given by the Contractor are very conſiderable; he receives the Opium in its moiſt State, as it is drawn from the Head of the Poppy, and it muſt undergo a Preparation of Six

Months before it is merchantable. The Proceſs conſiſts chiefly in drying it in the Air, whereby it incurs a great Expence, as well from the conſtant Attention that muſt be given to it, as the Number of People employed in the overſeeing it. It ſuſtains likewiſe a conſiderable Loſs in Weight from being thus expoſed generally about One-fifth, ſo that before it is made into Cakes and cheſted, we may preſume it ſtands the Contractor from 90 to 110 Rupees per Maund, after which are to be paid the Charges of Tranſportation and Duties. The Gauzipore Opium is collected in at a ſtill greater Expence, and ſtands the Contractor about Fifteen Rupees per Maund more than what is produced in this Province; to this we muſt add, that the Contractor is liable to Loſſes from the Bankruptcies and Villainies of the Farmers and Ryotts, who often abſcond with the Money advanced, or diſpoſe of the Opium ſurreptitiouſly, which is a Practice they are much given to, and is encouraged by the Number of European Interlopers who are ſettled here; he is alſo ſubject to a Loſs of his Advances by a Failure in the Seaſon and Deficiency in the Produce.

" Theſe Obſervations are the Reſult of the ſtricteſt Inquiries, and there are many Gentlemen in Calcutta, who can do Juſtice to the Candour we have manifeſted on the Occaſion. We ſhall now proceed to tell you in what Manner we think it will be moſt advantageous to provide the Ophium in the enſuing Year; and, we hope, you will favour us ſo far as to ſuppoſe we are diveſted of all Views of any private Advantage to ourſelves in what we are going to propoſe.

" The palpable Impropriety of receiving it in Kind from the Farmers has already been ſhewn, as well as the ill Conſequences that, we apprehend, will ariſe from laying the Trade open. What we have now to offer is in Favour of a Monopoly of the Whole for the Company; and to ſecure that, we will * promiſe, that the Cuſtom-Maſter be inveſted with Authority to ſearch all Budgerows and Boats of whatever Kind going to Calcutta; as it is notorious that great Quantities have been ſmuggled down by Europeans of all Denominations for Want of ſuch a Licence; that we have full and abſolute Power to ſeize Ophium wherever we find it, that ſhall turn out, upon Enquiry, to belong to Individuals; to confiſcate the ſame; and to puniſh the Pykars and Aſſammies detected in the Sale.

* Sic in Orig.

" Theſe Conditions obtained, we have not the leaſt Doubt but it will be in our Power to ſecure annually to the Amount of 3,300 Cheſts of genuine unadulterated Ophium, provided the French, who received this Year 100 Cheſts, and the Dutch 450, are excluded from the Trade.

" Suppoſing that it can be contracted for here at the Rate of 230 or 240 Rupees per Cheſt, we need not mention what a prodigious Advantage would accrue to the Company, by withholding the Sale of it in Calcutta, and expoſing the Whole on their Account as a Supply to China. The foreign Merchants would ſoon find the Difference between that and the ſpurious Stuff they have ſo long been accuſtomed to meet with, and conſequently buy it all up annually at a Price inconceivably beyond what has been hitherto given for that Commodity, when every Grain of it was probably mixed by the Purchaſers, and confounded with ſome other Subſtance. Before we conclude we will juſt mention that the leaſt Mixture of any other Article with the Opium debaſes the Whole; and this we are induced to think has not been ſufficiently attended to by the Manufacturers, from the bad Accounts that have been lately received from China, though in future it ſhould be our Buſineſs to ſee that no ſuch Practices are adopted.

" We ſhall not preſume to determine what Effect, continuing this Article of Monopoly, will have on the Revenues; but it is certain that laying the Trade open will in a ſhort Courſe of Time diminiſh the Price of it, and render the Ophium Lands conſiderably of leſs Value than what they are at preſent.

(Signed at the End of the Letter)
" Iſaac Sage,
Simeon Droz,
Ewan Law,
Edw^{d} Golding."

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 540 of the ſame Book.

" The Governor General recommends, that the whole Produce of Opium manufactured in the Province of Bahar be appropriated to the Company's Uſe.

" That the Chief and Council of Patna be ordered to provide it on the Account of the Company by making Advances to the Ryotts and Cultivators, receiving it from them and manufacturing it in the Manner now done by the Contractor: That the Cuſtom Maſter have a Power to ſeize all Opium wherever he can find it, either on the Water or on its Paſſage by Land, and to puniſh the Pycars and Aſſaignees detected in the Sale of it, and that he be allowed one Half of all the Opium thus ſeized and confiſcated.

" That as an Incitement to the Council to attend to the due Preparation of this Article, and to the Improvement of it, a Commiſſion of * per Cent. be allowed them on the Quantity delivered by them, calculated by the medium Rate of the Outcry Price in Calcutta, after deducting the medium Rate of Coſts and Charges.

* Sic in Orig.

" If this Propoſition ſhould be objected to as throwing partial Advantages into the Hands of the Council of Patna in which the Members of the other Provincial Councils cannot participate, and it ſhall be judged more adviſeable to give the Proviſion of this Article in Charge to a ſingle Agent appointed for the Purpoſe, the ſame Principle may be applied to this Agent's Allowance and a per Centage granted him in like Manner on the Profits of the Sales, in Lieu of Salary and all other Emoluments.

" It is evident that the Amount of Commiſſion will depend equally on the Improvement of the Quality, the Increaſe of the Quantity, and the Reduction of the Charges; and this appears to be the beſt Security that can be deviſed for the Diligence and Integrity of the Agent, whether this Truſt be repoſed in the Collective Members in the Provincial Board of Patna, or in an Individual; with this Difference, that more Confidence can be repoſed in the Integrity of the former than in the Diligence of the latter.

(Signed at the End of the Conſultation)

" J. Clavering,
Geo. Monſon,
Rich. Barwell,
P. Francis."

To prove that the Terms of Mr. Sulivan's Contract were thoſe which had been announced by public Advertiſement, made in the Year 1775, and found to be the loweſt of Thirteen Bidders,

Read, from Book 6, the following Extract of a Letter from the Governor General and Council to the Court of Directors of 3d Auguſt 1775, beginning at Par. 18 of the ſame Letter.

" To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the Eaſt Indies.

" Honourable Sir and Sirs,

" Par. 18. We accordingly advertized for Propoſals to be delivered in for the ſeveral Quantities which might be procured in the Purgunnahs where it is provided, and thoſe received for Patna are from Rupees 197 to 270 per Cheſt, in which Place it was before contracted for at 320 Rupees, deliverable in Calcutta at the Riſque of the Contractor. The Propoſals for the Purnea Opium are from 235 Rupees to 350 per Cheſt, and thoſe for Rungpore Rupees 240; the State in which the Propoſals are now, you will be fully informed by our Proceedings of the 1ſt inſtant. (*a*)

(Signed at the End of the Conſultation)

" W. Haſtings,
J. Clavering,
Geo. Monſon,
Rich^d Barwell,
P. Francis."

Read, alſo, from the ſame Book, the following Extract of a Letter from the Governor General and Council to the Court of Directors, dated 24th November 1775, beginning at Paragraph 2d of the ſame Letter.

" To the Honble. Court of Directors of the Honble. United Company of Merchants of England trading to the Eaſt Indies.

" Honble Sir, and Sirs,

" 2. In the 18th Paragraph of our Letter of the 3d Auguſt, we informed you of the advantageous Propoſals which had been offered for the Proviſion of the Opium the enſuing Seaſon. We have accordingly accepted of thoſe preſented by Mr. Griffith and Mr. Wilton, the former one of your covenanted Servants, for the ſpecific Quantity to be produced in Bahar, &c. of 2,980 Cheſts at 180 Rupees per Cheſt, and 2½ per Cent. Commiſſion on the Produce of the Sales in Calcutta, and the Offers of the latter, being the loweſt that were tendered to us for the Quantity of 1,000 Cheſts, to be provided in the Diſtrict of Bengal at 240 Rupees per Cheſt.

(Signed at the End)

" W. Haſtings,
J. Clavering,
Geo. Monſon,
Rich^d Barwell,
P. Francis."

(*a*) Vide Appendix, N° CCCLXXIX.

Read, from Book 235, the following Extract of a Conſultation of the 23d May 1775, beginning at Page 99 of the ſame Book.

" Fort William, 23d May 1775.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
The Honble. George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" Reſolved, That the following Advertiſement be publiſhed in the Engliſh, Perſian, and Bengal Languages.

ADVERTISEMENT.

" Notice is hereby given, that the Honourable the Governor General and Council in their Revenue Department have reſolved that the Proviſion of Opium ſhall be made in the enſuing Seaſon by Contract: All Perſons therefore who are deſirous of providing the whole Quantity of Opium produced in the Provinces of Bahar, Niaper, and Ghazypore, on the following Conditions, are requeſted to ſend in their Propoſals, ſealed, to the Secretary of this Department on or before the 15th June next.

" The Opium is to be delivered at the Seat of the Provincial Council in its crude State.

" It is to be brought by the Contractor to the Place appointed for its Reception by the Provincial Council, and manufactured by him, under the Superintendance of a Perſon or Perſons appointed for that Purpoſe by the Board.

" The Propoſals are only to mention the Price.

" Separate Propoſals will alſo be received for the Produce of the other Diviſions on the Terms above mentioned.

" It is further to be obſerved, that none but Perſons of undoubted Credit and Character will be permitted to hold theſe Contracts, as none but their perſonal Security will be required. (a)

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich. Barwell,
P. Francis."

Read, from Book 710, the following Extract of a Conſultation of 21ſt July 1775, beginning at Page 1275 of the ſame Book.

" Fort William, 21ſt July 1775.

Rev. Dept. Friday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieut. General Clavering,
The Honble. George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" The Secretary delivers in the following Abſtract of the Propoſals received for the Proviſion of Opium, agreeably to the Orders of the laſt Day.

(a) Vide Appendix, N° CCCLXXX.

" Comparative Abſtract of the Propoſals for ſupplying the Honble. Company with Opium by Contract.

	At the Rate propoſed for BaharOpium.	Ditto for Gauzipore Opium.	At the Rates propoſed for Napar Opium.	At the Rates propoſed for Purnea Opium.	At the Rates propoſed for Rungpore Opium.
Mr. Deviel. Per Cheſt, containing 2 Maunds of 76 S^{a} W^{t} to the Seer, deliverable at Patna — —	S^{a} R^{s} 230	230	230	—	—
Mr. Mackenzie, ℘ Cheſt — D° If deliverable at Calcutta, an Advance of 10 R^{s} ℘ Cheſt to be allowed on the Patna Price.	197	220	230	—	—
Mr. Wilton. If for One Year, ℘ Cheſt — D°	270	270	270	—	240
If for Three Years — — D° Deliverable at the Seats of the reſpective Provincial Councils.	260	260	260	—	230
Ram Kiſſon Mullick. {40 Seer to a Maund, 2 Maunds to a Cheſt.} Per Cheſt, of 2 Maunds Patna Weight, D° Deliverable at Patna.	248	268	268	—	—
Govindram Tagoor. Per Cheſt, 2 Maunds Patna Weight — D° Deliverable at Patna.	229	249	249	—	—
Mohun Loll. Per Cheſt, if deliverable at Patna — D°	200	225	235	—	—
If delivered at Calcutta — — D°	210	235	245	—	—
Sait Golaub Chund and Sait Abeer Chund. ℘ Cheſt, of 76 S^{a} W^{t} — — D° No Place of Delivery mentioned.	260	260	260	—	—
Mr. Flor. Per Cheſt, if deliverable at Patna — —	—	—	—	S^{a} R^{s} 250	—
Ramtonoo Metre. Per Cheſt, of 2 Maunds — — Deliverable at Rungpore or Dinagepore.	—	—	—	A^{t} R^{s} 350	—
Ramtonoo Dutt. Per Cheſt, of 76 S^{a} W^{t} — — —	—	—	—	260	—
Buſſon Roy. Per Cheſt — — — —	—	—	—	235	—
Nujan ul Dien. Per Cheſt of the Firſt Sort, to contain 2 Maunds of 82 S^{a} W^{t}, and to be put up in Cakes —	—	—	—	320	—

" Agreed, That the Subject do lie for Conſideration, and that the Propoſals at large be entered in a ſeparate Set of Proceedings.

(Signed at the End of the Conſultation)
" Warren Haſtings,
J. Clavering,
Geo. Monſon,
R^{d} Barwell,
P. Francis."

The Counſel for the Defendant ſtated, they would next produce the Repreſentations that were made in the Year 1776 to the Board, upon which the Board unanimouſly agreed to renew that Contract, without any freſh Advertiſement, with the ſame Gentlemen, for another Year.

Read, from Book 407, already delivered in, the following Extract of a Conſultation of the 10th May 1776, beginning at Page 745 of the ſame Book.

" Fort William, 10th May 1776.

" At a Council; Preſent;

Rev. Dept. Friday.

The Honble. Warren Haſtings, Governor General, Preſident;
Lieut. General Clavering,
The Honble. Geo. Monſon,
Richard Barwell, } Eſquires,
Philip Francis, }

" Read the following Letters from Mr. Griffith and Mr. Wilton, the Opium Contractors.

" To the Honble. Warren Haſtings Eſquire, Governor General, and the other Gentlemen of the Council of Revenue.

Letter from Mr. Griffith, Bahar Opium Contractor. L. R. No. 306.

" Fort William.

" Honble. Sir, and Sirs,

" As the Seaſon for receiving new Propoſals for the Ophium Contracts nearly approaches, I hope you will pardon the Neceſſity which urges me to call upon your Attention, in order more fully to lay before you the Nature and preſent Situation of this Buſineſs.

" The Severity of the Drought had deprived the Riotts of all Power to proſecute the Cultivation of the Poppy without the greateſt Aſſiſtance from me. The heavy Loſſes they had ſuſtained in the Khurruff and Buddory Harveſts hardly left them the Means of ſupporting themſelves till the ripening of the Rubby, in conſequence of which I found it unavoidably neceſſary to increaſe the uſual Advances to One Third more than had been cuſtomary; beſides which I was obliged to incur a very conſiderable Expence by digging Wells in ſeveral Parts where the Dryneſs of the Seaſon had deprived the Ryotts of the uſual Reſervoirs to water their Lands. By theſe Means I prevailed upon the Riotts to remain in the Country, which an oppoſite Conduct would have obliged them to deſert; and by the large Encouragement which I gave, had the good Fortune to introduce the Poppy Cultivation into ſeveral Pergunnahs where it had been before unknown. The Riotts finding in me an indulgent Protector applied themſelves to the Culture of their Grounds with Alacrity, and thereby in ſome Meaſure repaired the unhappy Effects of the Drought, which, together with the Loſs of Time occaſioned by the Delay in my Contract, muſt otherwiſe have proved fatal.

" Senſible of the Arduouſneſs of the Taſk which I had entered upon under ſo many and great Diſadvantages, I conſidering my Character at Stake for the Accompliſhment of my Engagements, I determined to ſacrifice every other View to that alone. In order, therefore, to prevent the leaſt Interruption to the Buſineſs, or Severity to the Ryotts by the Collection of the late Contractor's Balance, I took the Whole upon myſelf at a certain Loſs, and thereby removed (as far as was in my Power) every Obſtacle to the Cultivation.

" Having but a ſmall Capital of my own, I was conſequently obliged to take up large Sums of Money at Intereſt, the Whole of which, together with the Advances I have received from Government, are now outſtanding in the Country. Had the Seaſon been favourable I might have hoped to realize my Balances in Opium, and to have reimburſed myſelf for the Expences I had been at by the Premium allowed for an Encreaſe in the Quantity; but as the Severity of the Weather, by ſhortening * Produce, has deprived me of thoſe Advantages, and I can now expect to provide very little or nothing more than the Quantity for which I have contracted, I ſhall be involved in inſuperable Difficulties, unleſs you are pleaſed to prolong my Engagements to a further Term, as the diſtreſſed Situation of the Ryotts utterly diſable them from paying my Balances, which if I were this Year to attempt the Collection of would cauſe a general Deſertion. A more favourable Seaſon may enable them to diſcharge their Debts; and Experience having already taught them to confide in me, they will doubtleſs exert themſelves in improving the future Cultivation, as they are ſenſible it is not my Deſire, and would not in that Caſe be my Intereſt, to diſtreſs them.

* Sic in Orig.

" The Facts here aſſerted are of public Notoriety, and I am certain, upon Application being made to the Gentlemen of the Patna Council, will be confirmed by them. I ſhould not however have troubled you with a Relation of theſe Circumſtances, but rather have acquieſced in the Difficulties which unforeſeen Accidents had brought upon me, were I not convinced by Experience of the dangerous Conſequences enſuing from a yearly Change of Contractors, which, with the greateſt Deference, I beg Leave to lay before you, and at the ſame Time to point out the ſalutary Effects which may be experienced by prolonging the Management of this Buſineſs in the Hands of the ſame Perſon.

" As the Extent and Improvement of the Poppy Cultivation ſolely depends on the Meaſures adopted by the Contractor, it is unqueſtionably his Intereſt (when his Engagements are for a long Term) to conduct himſelf with that Juſtice and Lenity which is the only Mode of conciliating the good Opinion and Confidence of the Riotts, and thereby encouraging them to pay their Whole and unremitted Attention to the Produce of their Lands: They will then, and not till then, heartily join with the Contractor in extending the Cultivation, and readily adopt any Mode which he may point out for the Improvement thereof. Theſe happy Effects can never be experienced while the Engagements are limited to One Year; the Contractor having no future Object finds it neceſſary to exact his utmoſt Dues from the Riott, who, as he expects a new Maſter, his whole Attention is conſequently bent on taking Advantage of the Ignorance and divided Authority of the new and old Contractors, whoſe Views and Intereſts being directly contrary moſt conſtantly claſh with and oppoſe each other; for the Contractor who makes Advances from September 'till the Month of March following is not able to collect in the Whole of his Opium 'till the Beginning of the next Year, at which Time he muſt unavoidably have ſeveral Sums outſtanding from different Ryotts who have not completed their Engagements. The old Contractor will inſiſt upon collecting theſe Balances, in conſequence of which the Ryott either abſconds or pays him the Advances which he has juſt received from the new Contractor to prepare his Land for the enſuing Crop; in either Caſe, not only the Cultivation but the Revenue of the Country muſt conſiderably ſuffer.

☞ [" The Manufacture of Opium is an Art which requires long Experience, joined with the moſt minute Attention, to become Maſter of. I had made it an Object of my particular Enquiries long before I undertook my Contract, and am convinced that great Improvements may be made on the preſent Mode; this, however, cannot be hoped for but by the continued Study and Obſervation of the ſame Contractor.] (*a*)☜ The Manufacturers, accuſtomed to one eſtabliſhed (though perhaps erroneous) Mode, will never of themſelves change it; and though it is the Contractor's Intereſt to improve the Quality, yet this cannot be accompliſhed without many Experiments. A new Contractor takes Charge of his Buſineſs totally ignorant of the Nature and Proceſs of it; and before he has Time to become ſufficiently acquainted with it his Contract expires, which abſolutely precludes all Poſſibility of Improvement in this Branch.

" If the Conſideration of theſe Circumſtances ſhould induce you to extend my Contract to a longer Time, I ſhall make it my whole Study to realize the Expectations of Government, by a conſiderable Improvement in the Quality and Increaſe in the Quantity of the Opium.

" I am, with the greateſt Reſpect,
Honble. Sir, and Sirs,
Your moſt obedient humble Servant,
(Signed) Richard Griffith."

Letter from Mr. Wilton, Purnea, &c. Opium Contractor.

" To the Honble. Warren Haſtings Eſquire, Governor General, and the Council of Revenue.

" Honble. Sir, and Sirs,

" The Seaſon was ſo far advanced laſt Year before the Contract for the Rungpore, &c. Opium was ſigned, that my People did not arrive at the different Places where it is produced 'till many Months after the Advances ought to have been made. This Circumſtance will not only conſiderably affect the Quantity of Opium, but will ſubject me to great Loſs, from the Preparations I made for fulfilling my Engagements with the Company. I ſent out an Eſtabliſhment for manufacturing 1000 or 1200 Cheſts, but the Lateneſs of the Seaſon would not permit me to get Half that Quantity; when this extra Expence therefore comes to be added to the reduced Quantity, it will greatly enhance the Price: Beſides all this, I run the Riſque of ſtill greater Loſs by outſtanding Balances, unleſs you ſhall be pleaſed to afford me Aſſiſtance.

" I have ſpared no Expence of any Kind, but fear that ſtill it will be impoſſible for me to procure a Quantity in any Manner adequate to my Expectations when I gave in Propoſals for the Contract; at the ſame Time I am ſtill perſuaded that the Quantity propoſed, or even a greater, may be procured, if it ſhall pleaſe you to extend the Terms of the Contract for Three Years longer.

" This is the proper Seaſon for making the Advances to any Advantage; my Contract does not expire till the 31ſt of December, and if a new Contract is entered into, and new People ſent up, the Confuſion and Loſs to all Parties will be endleſs; but it will fall chiefly on the Company, in the unavoidable Diſtreſs and Ruin of the Ryotts.

" This is ſo well ſet forth in a Letter from a Perſon on the Spot, that I hope you will pardon my taking the Liberty of encloſing a Copy. Every Inconvenience will be avoided by the propoſed Prolongation; and the Board may reſt ſecured that every Chittack which I can procure ſhall be moſt faithfully delivered to the Company.

" I have the Honour to be, with the utmoſt Reſpect,
Honble. Sir, and Sirs,
Your moſt obedient and moſt humble Servant,
(Signed) " J. Wilton."

" Calcutta,
May 10th, 1776.

(*a*) Vide ſupra, Page 1323.

“ Extract of a Letter from Mr. Pagan at Purnea.

Encloſed in the foregoing Letter.

“ I have already written you regarding the next Year's Contract. I have there ſaid that this is ‘ the Seaſon for making the Advances if the Quantity is to be encreaſed, and that it may be en- ‘ creaſed to any Amount. I muſt now obſerve, that in the Advantages ariſing to Government in ‘ this Encreaſe, is to be conſidered not only the Profits they receive from the Sales, but alſo the ‘ additional Revenue they receive from the Lands, as the Malgazary paid on Opium Grounds is ‘ in moſt Places upwards of Four Times more than that paid on any other Lands.

‘ Should Government be deſirous of encreaſing the Quantity of Opium, they muſt grant the ‘ Contract for a Term of Years, ſo that the Contractor may be able to make Advances with an ‘ Eye to Improvement, and he will find his Advantage in encouraging and protecting the Riotts; ‘ whereas a yearly Contractor will endeavour to make the moſt of it without any View to Futurity, ‘ and as he muſt inevitably have outſtanding Balances, which his Succeſſor may not chuſe to take ‘ off, the Ryotts of Courſe muſt be diſtreſſed to pay them; whereas, had he the Contract for a ‘ Term of Years, what they could not pay the Firſt Seaſon they might work off the next, which ‘ would prevent the Hardſhip and even Ruin of thoſe Aſſamies from whom Balances are collected in ‘ ready Money. Authority ought alſo to be given the Contractor to protect the Riotts from ‘ Oppreſſion, to which nothing would contribute ſo much as allowing him to collect the Revenue ‘ on the Opium Grounds at the Rate at which it now ſtands in the Company's Books. As the ‘ Riotts have nothing to pay the Revenues with but what they receive from the Contractor, his ‘ deducting the Amount of the Revenue from the Price of their Goods, and paying it to the ‘ Officers of Government, would be a much eaſier and ſimpler Method of collecting it than the ‘ preſent; beſides the immenſe Advantages the Riotts would receive, in being freed from the ‘ Oppreſſion of every petty Zemindar, Mutſuddy, &c. of Government, who collect under the ‘ Name of Duſtours, &c. a conſiderable Amount above the real Mulgarraree; and who, the In- ‘ ſtant they take a Pique againſt any of the Contractor's People, confine the Aſſamies under Pre- ‘ tence of collecting the Revenues, to the utter Ruin of their Crops, and of Courſe the Loſs of the ‘ Contractor's Advances; ſhould the Contractor's People interfere, any Deficiency in the Collec- ‘ tions is then imputed to this Interpoſition.”

Reſolution on Opium Contractors Letters.

“ Reſolved, That the Application of the Opium Contractors is premature; that the Board will reſolve on the Propriety of prolonging of the Contracts when they ſhall have had Experience of the Punctuality with which they have fulfilled their actual Engagements.

Adviſed thereof.

“ Ordered, That this Reſolution be communicated to them by the Secretary. (*a*)

(Signed at the End of the Conſultation)

“ Warren Haſtings,
J. Clavering,
Richᵈ Barwell,
Philip Francis.”

The Counſel for the Defendant ſtated, that upon the 3d September 1776, at a Conſultation, in which there were preſent the Defendant, General Clavering, Mr. Barwell, and Mr. Francis, the Contract was renewed with the ſame Gentlemen for one Year more, upon the ſame Terms, without any freſh Advertiſement; but the Book containing the Conſultation not being at Hand, they would prove it by a Letter written to the Court of Directors on the 20th September 1776, ſigned by thoſe Gentlemen.

Read, from Book 205, already delivered in, the following Extract of a Letter from the Board to the Court of Directors, beginning at Page 358 of the ſame Book.

“ To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the Eaſt Indies.

“ 13th, You will have been informed by the Saliſbury of our Reſolution to provide the Opium for the laſt Seaſon by Contract. Having determined to continue the ſame Mode of Proviſion for the enſuing Seaſon, and the preſent Contractors having repreſented to us the great Loſs they may ſuffer if they are not allowed to continue in their Contracts, we have conſented to extend them for another Year, with this Alteration only in the Patna Contractors Engagements, that the Ghazipore Opium will not be included therein. (*b*)

(Signed at the End of the Letter)

“ Warren Haſtings,
J. Clavering,
Richᵈ Barwell,
P. Francis.”

The Counſel for the Defendant ſtated, that the next Subject of Evidence was the making of the Contract in the Year 1777 with Mr. Mackenzie, upon the ſame Terms, only with the Addition of 10,000 Sicca Rupees a Year; on which Subject they would

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(*a*) Vide ſupra Appendix, Nº CLXXXVI.

(*b*) Vide Appendix, N CCCLXXXI.

give in Evidence Two additional Paragraphs of a Letter, already in Part given in Evidence by the Managers for the Commons. (*a*)

Read, from Book 400, already delivered in, the following Extract of a Letter from the Governor General and Council at Fort William in Bengal to the Court of Directors, dated 18th November 1777, beginning at Page 883 of the ſame Book.

☞ [" Par. 120th. In the 13th Paragraph of our Letter of the 20th September 1776, we informed you of our having continued the Contract for the Proviſion of this Article with the Contractors of the preceding Year.

" 121. Mr. John Mackenzie having offered to provide this Article on the ſame Condition as thoſe Gentlemen, for the Term of Three Years, and to pay to Government, at the Cloſe of every Year of his Contract, Ten thouſand Sicca Rupees, on Condition that, if he ſhould require larger Advances than the Half, which the Terms of the former Contractors entitle him to, he ſhould receive the ſame at his Requiſition; and that he would give ſufficient Security for the Public Money.

" 122. We reſolved therefore to grant the Contract to that Gentleman for Three Years certain, unleſs Orders from you ſhall be received within that Time to relinquiſh your excluſive Property in the Trade of Ophium, and to make it free; in which Caſe it is ſtipulated, that the Contract ſhall, notwithſtanding, remain in Force till the Expiration of the current Year, included within the Months of October and September, and then ceaſe (*b*).] ☜

26th May. 20th May. Debates.

" 123. Same Debate having ariſen on a Motion made by General Clavering, that it ſhould be a ſtanding Rule of this Government, that all Contracts that might hereafter be made ſhould be annulled in caſe the Company might diſapprove them, we beg Leave to refer you to our Proceedings of the 16th and 20th May.

20th June.

" 124. The Board of Trade, in their Letter of the 23d May, thought it neceſſary to remonſtrate againſt our Acceptance of Mr. Mackenzie's Propoſals for the Reaſons therein ſtated; but as it was not without having duly and attentively weighed the Order that had been received from you, reſpecting the Proviſion of that Article, that we granted it by Contract to Mr. Mackenzie for the Space of Three Years, and as your Orders, under Date the 15th December 1775, were iſſued in conſequence of a Reference formerly made to you upon this Subject, in which all the Arguments on both Sides of the Queſtion were minutely detailed, we cannot ſuppoſe that a Deciſion ſo formally paſſed is likely to be repealed by you by the Effect of a Recapitulation of their Pretenſions, and did not think it neceſſary, therefore, on ſuch Grounds, to inſert the Clauſe which they propoſe, that the Continuance of it ſhould depend on your Orders.

(Signed at the End of the Letter)

" Warren Haſtings,
Rich. Barwell,
P. Francis."

Read, from Book 711, already delivered in, the following Extract of a Conſultation of the 16th May 1780, beginning at Page 920 of the ſame Book.

" Fort William, the 16th May 1780.

Rev. Dept. Tueſday.

" At a Council; Preſent,
The Honble. Warren Haſtings, Eſquire, Governor General, Preſident;
Philip Francis, and Edward Wheler, } Eſquires.

Mr. Mackenzie's Opium Contract executed.

" The Contract of Mr. Mackenzie for the Proviſion of the Opium of Bengal and Behar, with the Clauſe ordered to be annexed to it on the 11th ultimo, is now laid before the Board and executed.

Penalty fixed at One Third of the preſent Amount.

" Agreed, that the Penalty of the above Contract be fixed at One Third of the preſent Amount, being Current Rup^s 1,54,265 : 5 : 4. (*c*)

(Signed at the End of the Conſultation)

" Warren Haſtings,
P. Francis,
Edw^d. Wheler."

The Counſel for the Defendant ſtated, that the Contract made with Mr. Mackenzie in the Year 1777 for Three Years, ended in 1780: That in the Interim, namely, in the Year 1779, a Letter had been received from the Court of Directors, and which had been adduced (*d*) on the Part of the Proſecution, to criminate the Contract with

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(*a*) Vide ſupra, Page 1305.
(*b*) Vide ſupra, ibid.
(*c*) Vide Appendix, N° CCCLXXXII.
(*d*) Vide ſupra, Page 1305.

Mr. Sulivan, becauſe ſubſequent to the Receipt of the ſame: they ſhould therefore ſhew, that immediately after the Receipt of that Letter, Mr. Mackenzie's Contract was again renewed for a Year by the Board, conſiſting of Mr. Haſtings, Mr. Francis, and Mr. Wheler.

Read, from Book 29, the following Extracts of a Letter from Bengal to the Court of Directors, 29th November 1780, beginning at Page 186 of the ſame Book.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the Eaſt Indies.

" Honble. Sirs,

" Par. 30. In conſequence of an Application made to us by Mr. Mackenzie, in the Month of April laſt, we thought proper to prolong the Contract held by him for the Proviſion of the Opium produced in the Provinces of Bengal and Bahar for another Year, from the 1ſt of September 1780, on the ſame Terms as the Three preceding Years.

Rev. Dept. Conſ. 11th April.

" 31. We ſoon after received a Propoſal from the Provincial Council at Patna, for the future Proviſion of Bahar Opium; but as we had granted Mr. Mackenzie a Continuance of his Contract, we could not conſiſtently with that Engagement, and without Injuſtice to him, enter into the Conſideration of their Propoſal.

Conſ. 12th May.

" 32. Upon a Repreſentation from the Contractor, for the Inconvenience and Loſs with which the packing and diſpatching of the Opium by the Commercial Chief at Patna had been attended for the laſt Two Years, and a Requeſt that the Management of this Part of the Buſineſs might, for the future, be committed to him; we were of Opinion, that as it was the Contractor's Intereſt the Opium ſhould be brought early to the Preſidency, and that it might yield the greateſt poſſible Advantage in the Sale of it, he was the fitteſt Perſon to be entruſted with that Charge: We therefore gave Orders accordingly, and directed the Contractor to conſign the Opium to the Superintendant of the Khalſa Records, whom we inſtructed to advertiſe it immediately for public Sale, after its Arrival.

Conſ. 16th May.

" 33. The Board of Trade thought proper to remonſtrate againſt the latter Part of this Reſolution, conceiving themſelves deprived by it of a Privilege which, upon a Reference to you of our former Difference concerning the Management of the Opium Buſineſs, you had been pleaſed to veſt in them; but as they propoſed at the ſame Time, that if we ſtill declined leaving the Sale of the Opium to them, the Proceeds might be applied to the Uſe of the Inveſtment, we readily acquieſced in their Requeſt, and directed the Superintendant of the Khalſa Records, to pay them immediately as they were received, to their Order, in Part of their ſtipulated annual Supply; which Arrangement, we conceive, will completely anſwer your Intention, as well as that of the Board of Trade.

Conſ. 6th June.

" 34. The Letter from the Board of Trade, with our Reply in which the Reaſons are fully aſſigned for reſerving the Sale of the Opium under our own Charge, are recorded in the Proceedings noted in the Margin.

Conſ. 6th June.

(Signed at the End of the Letter)

" Fort William,
29th November 1790.

" Warren Haſtings,
E. Wheler."

Read, from Book 711, the following Extract of a Conſultation of the 11th April 1780, beginning at Page 220 of the ſame Book.

" Fort William, the 11th April 1780.

" At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
Philip Francis, and Edward Wheler, } Eſquires.

" Read the following Letter from the Opium Contractor.

" Honble. Sir, and Gentlemen,

" The Seaſon for making Advances to the Cultivators of Opium Land being arrived, I am under the Neceſſity of calling upon your Attention, and of expreſſing my Hopes that the Experience you have had of the Punctuality with which I have hitherto fulfilled my Engagements with your Honble. Board, will induce you to prolong my Contract to a further Term.

" Should you be pleaſed to continue the Management of this Buſineſs in my Hands, I beg Leave to aſſure you, that I will make it my principal Study to give you Satiſfaction.

" Calcutta,
11th April 1780.

" I am, &c.
(Signed) " John Mackenzie."

" Agreed, that the Contract of Mr. Mackenzie for the Proviſion of the Opium of Bengal and Behar, be prolonged for One Year on the preſent Terms, and that the Provincial Councils of Patna and Dinagepore, and Collector of Boglepore, be adviſed thereof as follows.

" To Mr. William Maxwell, Chief, &c. Provincial Council at Patna.

" Gentlemen,

" This ſerves to adviſe you, that we have thought proper to prolong the Contract held by Mr. Mackenzie, for the Proviſion of the Opium produced in the Province of Bahar, which expires on the Firſt of next September, for another Year from that Time, on the ſame Terms as the preſent.

" Fort William. " We are, &c.

" The ſame to Dinagepore and Boglepore, inſerting the Word ' Bengal,' inſtead of ' Behar.'

" Ordered, That a Clauſe be annexed to the Contract for Opium accordingly.

(Signed at the End of the Conſultation)

" Warren Haſtings,
P. Francis,
Edw^d. Wheler."

The Counſel for the Defendant ſtated, they ſhould next proceed to ſhew, that Mr. Haſtings had no Reaſon to believe the Terms of Mr. Sulivan's Contract were not ſuch as were fair and reaſonable to be made with an Individual; for which Purpoſe, they ſhould firſt produce a Conſultation of the 23d May 1775, containing the Sentiments of Three of Mr. Haſtings's Opponents upon that Subject.

Read, from Book 235, the following Extract of a Conſultation of the 23d May 1775, beginning at Page 91 of the ſame Book.

" Fort William, 23d May 1775.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
The Honble. George Monſon,
Richard Barwell, } Eſquires.
Philip Francis, }

" Mr. Francis.—5. I do not doubt that they might provide the Opium on cheaper Terms than any private Contractor could do; but as I am convinced that ſuch Terms can only be made good at the Expence of the Ryot and the Farmer, I ſhould think it unadviſeable to engage on very low Terms with any Contractor, and particularly with Perſons who have the Power in their Hands to indemnify themſelves at any Rate; and from whom the Ryots and Farmers would in Fact have no Appeal.

" 11. Upon the whole, I am of Opinion, that if it be not thought adviſeable to lay the Trade open, the beſt Method, both for the Company and the Country, will be to contract with ſome native Merchants of known Credit and Character, upon ſuch fair Terms as may enable them to make a reaſonable Profit, without ſqueezing the Farmers or Ryots, who cultivate the Lands. (a)

(Signed at the End of the Conſultation)

" Warren Haſtings,
J. Clavering,
Geo. Monſon,
Rich^d Barwell,
P. Francis."

The Counſel for the Defendant ſtated, they would next refer the Houſe to the Terms of the Contract itſelf, in the Appendix to the printed Minutes Page 951, and alſo to the Firſt Contract given in Evidence, Page 1303-4, to ſhew the Reduction that took place in the Price of the Cheſts between the Year 1773 and 1781; and alſo, to the Opinion of the Patna Council, given in Evidence this Day, (b) ' that 230 or 240 Rupees per Cheſt would be the proper Price, if it could be obtained.'

Then, Mr. EWAN LAW was called in, and, being ſworn, was examined as follows:

(a) Vide ſupra, Appendix, N° CCCLXXX.
(b) Vide ſupra, Page 2221, Extract from Conſultation 3d May 1775.

Q. Were you a Member of the Patna Council in 1773, and antecedent to that Period?
A. I was.

Q. What Price per Cheſt did you and the other Members of the Council, who had Occaſion to purchaſe Opium upon the Spot at Bahar, pay for it?
A. To the beſt of my Recollection, the Price we uſed to pay for Opium at that Time, was about 200 Rupees per Cheſt.

Q. For the Bahar Opium?
A. Yes; for the Bahar Opium.

Q. Do you know what was the Difference between that and the other Opium procured from Bengal or Gauzipore?
A. With the Price of the Purnea and the other Opium procured in Bengal, I am not acquainted; the Price of the Gauzipore Opium was higher than that of the Bahar Opium I think, but I do not recollect what was the Difference.

Croſs-examined by the Managers for the Commons.

Q. When did you quit the Council at Patna?
A. I left Patna in the Month of September 1779.

Q. Do you know who had the Profit of the Opium in Indoſtan?
A. Till the Contract was made for the Benefit of the Company, the Profit of the Contract was received by the Council of Patna, and other Members of the Factory.

Q. Whether, while the Council held it, they managed it by themſelves, or by their immediate own Agents; or whether they ſold it for the ſame Money to any other Perſon?
A. The Purchaſe was managed by their immediate Agents; the Quantity procured was divided among the ſeveral Perſons holding Shares in that Concern, and we diſpoſed of them, each as he thought beſt for his own particular Advantage.

Q. Whether your Opinion is, that if you had ſold it for any given Time of Contract, you could have got £40,000 for the Purchaſe for Three Years?
A. I ſhould imagine a great deal more.

Q. Do you know whether the Perſon who took it ſo, could have undertaken to ſell it again if he had paid 40,000l?
A. I have already ſaid, that the Perſon could have afforded to have given a great deal more than 40,000l. for it.—The Difference between that and what he would have got for the Opium, the Price varying in different Years, would have been his Profit.

Q. What was the Price per Cheſt at which they ſold the Bahar Opium?
A. I had a Concern in the Bahar Opium for a great many Years; the Price varied almoſt every Year; the higheſt I think I have known it ſell for, was ſomething under Five hundred Rupees per Cheſt.

Q. What was the current medium Price?
A. The medium Price might be about Four hundred.

Q. And if the Company had put up the Contract to the higheſt Bidder, would he not have bid for it more than 40,000l. at the firſt Hand?
A. I really do not know for what Time the Queſtion goes to?

Q. A Period of Three or Four Years.
A. The Queſtion does not ſtate what the Price was to be that the Company was to have paid the Contractor; without knowing that, I cannot ſay what he could afford to give.

Q. Have you heard of the Particulars of the Price of the Contract in Queſtion?—Mr. Sulivan's?
A. I really do not know it.

Q. Recollect it.
A. I cannot recollect it; I do not know I ever heard it.

Q. At 190 Rupees per Cheſt, and to ſupply a Quantity of Three thouſand ſix hundred and ſixty Maunds, to be yearly produced and made in the Province of Bahar, at the Price or Sum of Ninety-five Sicca Rupees per Maund for every Maund thereof; and alſo a further Sum of Two Rupees and an Half ℘ Cent. on the net Proceeds of ſuch Opium, at the Medium of the Sales thereof in Calcutta; and alſo, with an Advance to him of the Sum of Fifty Sicca Rupees for each and every Cheſt or Two Maunds of Opium, which ſhould be produced and delivered to the Company, above the Quantity of Three thouſand ſix hundred and ſixty Maunds, as a Premium, and excluſive of and over and above the ſaid Price or Sum of Ninety-five Sicca Rupees ℘ Maund, and Two Rupees and an Half ℘ Cent. herein-before mentioned. Upon thoſe Terms of that Contract, which has been ſhewn you, could any one have afforded to give a greater Fine?
A. This Contract is for Opium procured, not only in Bahar, about which I know ſomething, but in every other Place, about which I can give no Anſwer at all.

Re-examined by Counſel.

Q. You were aſked a Queſtion about 40,000 l.? Whether you ſpeak of the Difference between 200 Rupees per Cheſt, and the Price at which it was ſold, which you have ſaid was ſometimes 500 and 400 Rupees a Cheſt?

A. I certainly meant that the Purchaſer ſhould buy on the beſt Terms he could, and ſell for his own Profit in the Manner as ſtated by the Council.

Q. (*by Managers.*) What Advances did the Company make to you to enable you to carry on the Buſineſs when you was in the Council?

A. The Company made no Advance to the Patna Council; it was a private Concern of their own, which Mr. Haſtings deemed a proper Source of Revenue to the Company, and deprived them of.

Q. Was you in the Country when Mr. Haſtings made that Contract with Mr. Sulivan?

A. I was not.

The Witneſs was directed to withdraw.

The Counſel for the Defendant ſtated, that with reſpect to the Contract in Queſtion, Three Circumſtances were ſtated, from whence an Inference of Partiality to Mr. Sulivan had been drawn, and that he was enabled to defraud the Company with Impunity; Firſt, from the Reduction of the Penalties; Secondly, from the Board of Inſpection being aboliſhed; and Thirdly, from the Omiſſion of the Clauſe, making the ſame liable to be determined by the Orders of the Company.

With reſpect to the Firſt, they ſhould refer to the Extract of a Conſultation of the 22d May 1781, already in Evidence (*a*), for the Reaſons there aſſigned; and that with reſpect to the Second, they ſhould ſhew that Inſpectors were ſubſtituted at the Place of the Delivery, inſtead of at the Place of the Manufacture of the Article.

Read, from Book 230, already delivered in, the following Extract of a Conſultation of the 6th of November, 1781, beginning at Page 326 of the ſame Book.

“ Fort William, the 6th November 1781.

Rev. Dept. Tueſday.

“ At a Council; Preſent,
Edwᵈ Wheler, }
John Macpherſon, } Eſquires.
The Governor General abſent on a Viſit to Oude.

Board's Minute.

“ As by the late Regulations of the Board, the Bengal and Bahar Opium is now diſpatched to the Preſidency by the Contractor without the uſual Certificates of the Quantity and Quality of it,

Mr. Williamſon appointed to the Charge of the Opium diſpatched to the Preſidency. Commiſſion of One per Cent. allowed him.

“ Agreed, That Mr. Geo. Williamſon be appointed to receive the Charge of the Opium from the Committee of Revenue on its Arrival in Calcutta, and to report to the Board the Quantity and Condition of all the Opium which may be delivered by the Contractor; and that he be further entruſted with the Charge of repacking and ſhipping ſuch Quantities as may be ordered for Exportation, drawing for his Trouble the ſame Commiſſion as has been allowed him on the Company's Sales, as a Compenſation for the Loſſes he would otherwiſe ſuſtain by the Exportation of the Opium, and in Lieu of all other Expences incidental to his preſent Eſtabliſhment of Public Vendue Maſter. (*b*)

(Signed at the End of the Conſultation)
“ Edwᵈ Wheler,
John Macpherſon.”

Read, from Book 248, already delivered in the following Extract of a Revenue Conſultation of the 26th July 1782, beginning at Page 157 of the ſame Book.

“ Fort William, 26th July 1782.

Rev. Dept. Friday.

“ At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
and Edward Wheler Eſquire.
Mr. McPherſon indiſpoſed.

“ Honble. Sir, and Sirs,

“ As we are of Opinion that the Opium Buſineſs would be better conducted, and greater Advantages derived from that Branch, if a ſeparate Office under our Direction were to be eſtabliſhed for the Management of it; we take the Liberty of recommending the encloſed Plan to

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(*a*) Vide ſupra, Page 1314.

(*b*) Vide Appendix, Nº CCCLXXXIII.

your Conſideration, and requeſt that, if it meets with your Approbation, you will be pleaſed to appoint a Company's Servant to act under us in the Capacity of Superintendant of the Opium Manufacture.

"We have the Honour, &c.

" Fort William, (Signed) Sam^{l} Charters,
11th July 1782. &c. Committee."

" Plan of the Superintendance of the Opium Manufacture.

Encloſure.

" 1ſt. A ſeparate Office to be eſtabliſhed for conducting the Opium Buſineſs, and a Company's Servant to be appointed Superintendant of the Opium Manufacture.

" 2d. The Superintendant to receive all Advances for Opium by Bills of Exchange, drawn by the Committee of Revenue on the different Diſtricts where the Opium is manufactured; which Bills will be indorſed by him to the Contractor or his Agents.

" 3d. The Superintendant to receive the Opium, when manufactured, from the Contractor, and lodge it in the Warehouſes.

" 4th. The Superintendant to make the Sale of Opium, under the Direction of the Committee of Revenue, and receive the Money from the Purchaſers.

" 5th. The Superintendant to keep a Set of Books for the Opium Buſineſs, and to tranſmit his Accounts and Books to the Committee of Revenue.

" 6th. The Superintendant to be paid by a Commiſſion of * per Cent. on the Sales of Opium, out of which all the Charges of Office are to be defrayed.

* Sic in Orig.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edw^{d} Wheler."

Read, from the ſame Book, the following Extract of a Revenue Conſultation of the 9th Auguſt 1782, beginning at Page 251 of the ſame Book.

" Fort William, the 9th Auguſt 1782.
" At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
Edward Wheler, and John Macpherſon, } Eſquires.

" Read again the Letter from the Committee of Revenue dated 11th July, and entered in Conſultation the 26th of the ſame Month.

Committee's Letter 11th July, read again.

" Agreed, That the Plan recommended by the Committee for conducting the Opium Buſineſs at the Preſidency be approved, but in Addition to the Duties to be aſſigned to the Superintendant,—the Board are of Opinion, that it ſhould alſo be entruſted to him to inſpect and report to the Committee, from Time to Time, the Quality of any Quantity or Parcel of Opium that he may receive. (a)

Plan for conducting the Opium Buſineſs approved, and Board's Opinion that further Duties be entruſted to the Superintendant.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edw^{d}. Wheler,
John Macpherſon."

Read, from Book 543, already delivered in, the following Extract of a Revenue Conſultation of 26th November 1782, beginning at Page 178 of the ſame Book.

" Fort William, the 26th November 1782.
" At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
Edward Wheler, and John Macpherſon, } Eſquires.
Mr. Stables abſent.

" Read again, the Letter from the Committee of Revenue, dated 11th of July, and Plan accompanying, for the Superintendance of the Opium Manufacture, at the Preſidency, recorded in Conſultation of the 26th of the ſame Month.

Letter. Plan for the Superintendance of the Opium Manufacture, from Committee of Revenue, read again.

(a) Vide Appendix, N° CCCLXXXIV.

Commiſſion fixed at 5 per Cent. on the net Produce of the Opium Sales.

" Reſolved, that the Commiſſion to be allowed to the Superintendant of the Opium Manufacture, according to the Plan agreed upon in Conſultation of the 9th Auguſt, be fixed at 5 per Cent on the Nett Produce of the Opium Sales after deducting all Charges.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edw^{d}. Wheler,
John Macpherſon,
John Stables."

Read, from Book 20, the following Extract of a Letter from the Board to the Court of Directors, dated 4th April 1783.

" Honble. Sir, and Sirs,

" Par. 23. We ſhall be careful in the next Contract entered into for ſupplying the Company with Opium to conform moſt literally to the Orders contained in the 53d Paragraph of your Letter, dated 12th July, with the ſingle Exception of the Appointment of an Inſpector at Patna, whoſe Office when it exiſted, being only to aſcertain the State of the Opium when it was delivered to the Board of Trade, an Inſpector there becomes unneceſſary, ſince in conſequence of the late Regulations an Inſpector has been appointed at the Preſidency. (*a*)

" Fort William, 4th April 1783.

(Signed at the End of the Letter)
" Warren Haſtings,
Edw^{d}. Wheler,
John Macpherſon,
John Stables."

Then the Houſe adjourned to the Chamber of Parliament.

(*a*) Vide Appendix, N° CCCLXXXV.

Die Lunæ, 27° *Maij* 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid;

"Gentlemen, you who are of Counſel for the Defendant, may proceed in his Defence, and the Lords will be pleaſed to give Attention."

The Counſel for the Defendant ſtated, that the Subject upon which they were giving Evidence, on the laſt Day of the Trial, was the Contract with Mr. Sulivan for Opium; and that the particular Allegation of the Article to which they were addreſſing their Evidence, was that which accuſed Mr. Haſtings with having "taken away "ſundry Reſtrictions uſually and providently impoſed upon the Contractor in Con"tracts of that Nature, and among other Things, that he did aboliſh the Office of "Inſpector into the Quality of the Opium." That, in Addition to the Evidence offered on the laſt Day of the Trial, to ſhew that the Plan of Inſpectors at the Place of Delivery, inſtead of at the Place of Manufacture, was better calculated as a Check upon the Purity of the Manufacture; they ſhould refer to the Teſtimony given by Two of the Witneſſes who were examined upon this Subject on the Part of the Proſecution, namely, to the Teſtimony given by Mr. Young in the printed Minutes of Evidence, Page 1325-6; to the Evidence of Mr. Benn, Page 1320, and alſo to the printed Evidence, Page 1315-16, for an Inſtance adduced on the Part of the Proſecution, to prove that every one of the Inſpectors approved of the Practicability of the Plan ſubſtituted by Mr. Haſtings.

The Counſel further ſtated, that they would next ſhew, that the ſuppoſed general Clauſe rendering the Contract determinable at the Pleaſure of the Court of Directors, was not inſerted in the preceding Contract, but that the Contract was 'for Three Years certain, unleſs the Directors ſhould determine to relinquiſh their Monopoly, and to ſet the Trade free;' for which Purpoſe they would refer to the Board's Letter to the Court of Directors, dated 18th November 1777, already given in Evidence by the Managers for the Commons, Page 1305.

To ſhew, that ſuch general Clauſe as before ſtated was rejected, when propoſed by the Board of Trade,

Read, from Book 400, the following Extract from the Letter above referred to, from the Governor General and Council in Bengal to the Court of Directors, of the 18th November 1777, beginning at Page 883 of the ſame Book.

"Honourable Sirs,

"Par. 124. The Board of Trade, in their Letter of the 23d May, thought it neceſſary to remonſtrate againſt our Acceptance of Mr. Mackenzie's Propoſals, for the Reaſons therein ſtated; but as it was not without having duly and attentively weighed the Order that had been received from you reſpecting the Proviſion of that Article, that we granted it by Contract to Mr. Mackenzie for the Space of Three Years; and as your Orders, under Date the 15th December 1775, were iſſued in conſequence of a Reference formerly made to you upon this Subject, in which all the Arguments on both Sides of the Queſtion were minutely detailed, we cannot ſuppoſe that a Deciſion ſo formally paſſed is likely to be repealed by you by the Effect of a Recapitulation of their Pretenſions, and did not think it neceſſary therefore, on ſuch Grounds, to inſert the Clauſe which they propoſe, that the Continuance of it ſhould depend on your Orders. (*a*)

(Signed at the End of the Letter)
"Warren Haſtings,
Richard Barwell,
P. Francis."

(*a*) Vide ſupra Appendix, N° CLXXVIII.

To ſhew, that ſuch qualified Clauſe as did exiſt in the preceding Contract, was become unneceſſary, by the Court of Directors having expreſſed their Opinion of the Neceſſity there would probably be for the Continuation of this Monopoly of the Article of Opium,

Read, from Book 221, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 23d December 1778, beginning at Paragraph 86 of the ſame Letter.

" Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated 23d December 1778.

Ophium Contract.

" Par. 86. In the 77th Paragraph of our Letter, dated the 24th of December 1776, we authoriſed you to aboliſh the Monopoly of Ophium, in caſe you ſhould be of Opinion it would contribute in any great Degree to the Relief of the Natives; and in ſuch Caſe you were to reſerve a reaſonable Duty thereon to the Company.

* See General Clavering's Minutes on Revenue Conſultations, 3d September 1776, Fol. 867, and 16 May 1777, Fol. 595.

" Par. 87. Concerning the Contract granted to Mr. Mackenzie for the Proviſion of Ophium for Three Years, (unleſs the Company ſhall, within that Time, relinquiſh their excluſive Property in the Trade), we remark generally, that if any Means could be deviſed to prevent the Monopoly of Ophium, and at the ſame Time to ſecure a proper Revenue to the Company from that Article, we ſtill prefer the opening of the Trade; but we find it repeatedly urged on your Proceedings, that a Monopoly of Ophium cannot be * prevented, that it will exiſt, in Spite of every Effort of Government to aboliſh it; and, if this be true, we muſt of Neceſſity conſider it as an Evil to which no adequate Remedy can be applied, and acquieſce in giving the Company a Preference which may be leſs oppreſſive in their Hands than in thoſe of Individuals. (*a*)

(Signed at the End of the Letter)

" Rd Hall,	G. Wombwell,
Wm Mills junr,	Wm James,
J. Stables,	L. Sulivan,
Thos Cheap,	Jno Woodhouſe,
W. Devaynes,	Jno Michie,
W. G. Freeman,	Joſeph Sparkes,
Robt Gregory,	John Roberts,
John Smith,	H. Fletcher,

Samuel Peach."

To ſhew, that the Monopoly of Opium has been continued down to the preſent Time,

Read, from Book 249, the following Extract of a Conſultation of the 11th of July 1785, beginning at Page 33 of the ſame Book.

" Fort William, 11th July 1785.

Rev. Dept.

" At a Council; Preſent,
John Stables Eſquire,
and
The Honourable Charles Stuart.
The Governor General indiſpoſed.

Gov. General's Minute. Preparing Publications to be made for a new Opium Contract.

" Having fully examined the Two former Modes, the laſt is to be explained, viz. a Monopoly of the firſt Purchaſe of the Opium from the Ryotts, as is now practiſed. I entertained my Share of the general Prejudices which prevail at Home againſt every Syſtem that bears the Appearance of Monopoly.—Much has been ſaid againſt the Monopoly of the Opium; nor does the immediate apparent Gain upon it as a Monopoly, appear of Magnitude enough as an Inducement to perſiſt in it. But the Value of the Commodity to theſe Provinces is a different Conſideration, and I very much believe that it never was and never can be ſecured to this Country on any Footing but that of a Monopoly of ſome Kind or other; ſuch are the Diſpoſitions and Habits of the Natives, and the peculiar Cuſtoms of the Country.

" It is a Miſtake to imagine that Monopolies were not practiſed under the old Country Government—they always did exiſt in various Degrees. It is well known that the Salt Collaries of Bengal were actually farmed out to a few ſubſtantial Merchants, who, on agreeing for the Rents and to pay a certain Duty at the Cuſtom Houſes, had the entire Salt Trade in their own Hands; and the whole Opium and Salt Petre at Bahar was held for many Years by a Merchant named Fokir ul Toojaar, who had the excluſive Privilege of ſupplying the different European Companies with thoſe Articles, for which he paid an Annual Peſhcuſh or Rent to Government.

(*a*) Vide ſupra Appendix, Nº CLXXIX.

“ Monopolies were of the earlieſt Date in this Country, and a principal Means of raiſing the Revenue long before it came into the Company's Poſſeſſion.—It was upon the Principle of Monopolies that Foreign Companies were firſt admitted in theſe Provinces and protected in particular Branches of Trade. The farming of the Revenue to particular Zemindars and Renters was a Part of this Syſtem, and I fear that it will be found in the End that it is only by ſome Species of Monopoly that the Opium can be made any certain Source of productive Revenue. If this Doctrine is admitted and followed, Government muſt reſerve to themſelves the firſt Purchaſe of the Opium from the Ryotts, and then manufacture it on the Footing of a Contract or Agency in its own Hands. The former Method has been followed for theſe Thirteen Years paſt, and with evident Succeſs. The Improvement of the Quality of the Commodity is eſtabliſhed by the ready Sale it always meets with; the Price has progreſſively riſen at the Company's Sales from Year to Year, while the Quantity has almoſt doubled: An evident Proof that it is either become an Article of more general Conſumption than formerly, or that new Markets have been opened for it.

“ An Opinion has prevailed that the Cultivation of the Poppy is oppreſſive to the Ryot, who would rather cultivate any other Article. I have endeavoured to aſcertain the Truth of this Opinion, and I find it is ill founded. Every Ryot is glad to grow Opium, becauſe a Degree of Protection is derived from it againſt undue and unauthoriſed Exactions, but too frequently made on them in the Rents of their other Lands. It is the Intereſt of the Opium Contractor or Agent to ſupport the Ryot and repreſent their Grievances, which muſt excite the Jealouſy of the Collectors of the Revenue. The Ryot who cultivates Opium does not apply himſelf to that Article alone; perhaps for One Begah (or Third of an Acre) of Opium he ſows Ten with other Articles. Originally indeed it was the peculiar Occupation of a particular Caſt of People, called Quiries, but ſo beneficial has it been found of late that even Rajepoots and Bramins now apply themſelves to it, which may be conſidered as the principal Cauſe of the great Increaſe of the Quantity. The whole Quantity of Land ſown with the Poppy is after all but inconſiderable; for the laſt Four Years, it has not exceeded Forty thouſand Begas, the Rent of which varies from Four to Ten Rupees a Begah, according to the Quality of the Soil, to which the Produce bears a Proportion. The ſame Lands uſually produce another Harveſt of Grain, during the Rains, for which no additional Rent is paid. One Pergunnah has been mentioned to me as an Example to ſhew how far the Cultivation of the Poppy can be ſuppoſed beneficial or oppreſſive to the Ryot. The following is given to me as an exact Detail.

“ In Pergunnah Foolwarry in Behar, the Firſt Year of the preſent Opium Contract, 1895 Begahs (or Thirds of an Acre) were cultivated, the Produce was 324 Maunds of 80 Sicca Weight, for which the Contractor paid 29,297 : 8 Rupees; the Second Year 1856 Begahs, the Produce was 379 Maunds, which coſt Rupees 37,183 : 15; the laſt Year the Quantity of Land cultivated was 1287 Begahs, which produced Maunds 352, for which 34,131 : 8 were paid. The whole Pergunnah is computed to contain 30,000 ſquare Begahs of Land, very little of which is uncultivated. The Revenue paid to Government for the ſame Period has been about 34,000 Rupees at a Medium; and it will appear from this Statement, that the Ryots receive for the Article of Opium alone a Sum of Money equal almoſt to the Whole Revenue of the Pergunnah.

“ If the Board are of Opinion the Company ought to reſerve the Cultivation of the Poppy and preparing the Opium in their own Hands, for the Purpoſe of realizing a Publick Revenue, there are but Two Modes of conducting the Buſineſs; an Agency or a Contract: Whichever Mode is adopted it ought to continue under One Management for more than One Year. This is eſſentially neceſſary in order to give the Managers Weight and Conſequence in the Country, and to ſecure the Conſequence of the Ryots, on which the Succeſs of the Buſineſs depends. If a Contract is preferred, it ought to be for a Term of not leſs than Four Years; for as the Competition to obtain it will probably cauſe the Propoſitions to be very low, it would not be worth while for any Man of Subſtance, or a Company of Merchants, to undertake it for a ſingle Year. (a)

(Signed at the End of the Conſultation)
“ Jn° Stables,
Cha^{s} Stuart.”

Read, a further Extract from the ſame Conſultation, and ſame Minute, beginning at Page 26 of the ſame Book.

Governor General's Minute.

“ The different Plans which we have already tranſmitted to the Company upon the Subject of the Opium, muſt have drawn their Attention to it, and will render them anxious to know our final Reſolution relative to this principal Support of their China Trade, or rather what ought to form its moſt valuable Supply.

(Signed at the End of the Conſultation)
“ Jn° Stables,
Cha^{s} Stuart.”

(a) Vide Appendix, N° CCCLXXXVI.

Read, from Book 560, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 27th March 1787, beginning at Paragraph 198 of the ſame Letter.

" Par. 198. By your Revenue Letter of the 15th October 1785, we were adviſed of the Concluſion of the Ophium Contract for Four Years, with Meſſrs. Young and Heatley, with the Proſpect of a conſiderable Profit to the Company beyond the former Contract, and which encreaſed Profit, by your ſubſequent Proceedings in your Inſpection Department of the 8th November following, is ſtated at the ſpecific Sum of Current Rupees 3,80,002, Three Lac Eighty thouſand and two per Annum.

" 199. In our Letter of the 12th July 1782, we expreſſed a Wiſh that this Monopoly might be aboliſhed, and the Article of Ophium left upon the ſame Footing with every other Produce of the Country. But, for the Reaſons ſtated by Sir John Macpherſon, in his Minute upon this Subject, as entered upon your Revenue Conſultations of the 11th July 1785, we are inclined to think with him, that this Branch of our Revenue muſt be conducted by a Monopoly in ſome Shape or other. Relying therefore upon the Aſſurance in your Inſpection Letter of the 29th April 1785, that the Ophium muſt be manufactured on the Footing of a Monopoly, or the Revenue fail; we hereby confirm the Contract you have made with Meſſrs. Young and Heatley, the ſame having been concluded according to the Rules repeatedly laid down for your Guidance reſpecting Contracts in general, and they being the loweſt Bidders.

" Par. 200. But although we have adopted your Opinion relative to the general Principle of conducting this Branch of Revenue by a Monopoly, and notwithſtanding we are unwilling to diſturb the preſent Contract (which appears to have been made in the moſt fair and open Manner) ſo long as the Terms of it are adhered to on the Part of the Contractors, we nevertheleſs coincide in Opinion with Sir John Macpherſon, as expreſſed in the Minute before mentioned, that an Agency, if ably conducted, would be the moſt eligible Mode by which this Monopoly can be managed. For in the Firſt Inſtance, by appointing a Perſon to the Agency poſſeſſed of full and complete Knowledge in this Branch, the Company would be eaſed of an Annual Expence of Current Rupees 42,800, which they now pay to the Superviſor; and by allowing the Agent a certain Commiſſion on the Sale at Calcutta, he would be intereſted both in the Quantity and Quality of the Ophium, and ultimately the Profit which is now enjoyed by the Contractor, would remain in the Company's Treaſury.

" We are ſtrengthened in this Opinion by a Peruſal of the ſeveral Propoſals by Meſſrs. Davidſon, Wodſworth, and Brooke, entered upon your Revenue Conſultations of the 19th Auguſt 1785. The Firſt ſtates, that in conducting this Buſineſs by Agency, a Saving might be made in Four Years, being the Term of the Contract, of Six Lacks of Rupees, and upwards. The Second eſtimates a Saving in the ſame Period of at leaſt 50,000 l. And the laſt aſſerts, that this Article is capable of producing greater Advantages to the Company by an Agency, than they can poſſibly derive from it in any other Mode; that the Company have not yet reaped all the Benefit which this Trade is capable of yielding, nor under the preſent Syſtem, can its real Value, and the Benefit which ought to be derived from it, be aſcertained.

" 201. We have from Time to Time expreſſed a general Diſapprobation of Agencies, and of the high per Centage at which the ſame have been managed, and have been uniform in our Inſtructions that ſuch Parts of the Company's Buſineſs as could be managed by a Contract, ſhould be ſo managed. However, particular Caſes may require Deviation, and it is impoſſible for us not to pay due Attention to the Opinions of thoſe, who, by their local Knowledge and Experience, may be ſuppoſed to have good Grounds for what they have aſſerted. And, although we ſtill enforce our former Directions as to Contracts for a general Rule of Proceeding, there ſeems Cauſe to doubt its Expediency in the Inſtance now before us. Suſpending, therefore, our final Judgment, we direct that you take the Subject into your particular Conſideration, and after forming your own Opinions, from the beſt Information you can poſſibly procure, you will report to us the beſt Mode which, in your Judgment, ought to be adopted for the future Management of the Ophium Farms, that you may receive our final Inſtructions thereon before the Expiration of the ſubſiſting Contract in 1789. In this Enquiry, preſent Advantage to the Company is not to be the only Object of your Conſideration; you muſt extend your Views to the Proſperity of the Country as connected with the Eaſe and Happineſs of the Ryotts who are the Cultivators of the Poppy, and who, according to Sir John Macpherſon's before-mentioned Minute, have a Property in the Crop, and are therefore jealous of their eſtabliſhed Rights and ſuſpicious of Innovation. In the mean Time, due Attention muſt be paid to the Quality of the Ophium upon which the Succeſs of this Branch of our Revenue ſo much depends, and for preventing every Species of Adulteration. It will likewiſe be expedient to conſider the Right of the Company to aſſume this Trade, to the Excluſion of all other European Nations, as well as the probable Effects either of continuing or laying it open to the internal Proſperity and Foreign Trade of the Britiſh Provinces; and any Evidence tending to prove that it was not a free and open Trade, under the actual Government of the Mahommedan Princes, ſhould be entered upon your Conſultations, to be employed as Arguments to defend our Rights, in any Diſcuſſions which may ariſe in Europe, in caſe it ſhould be determined to retain the excluſive Trade to the Company.

" 202. Thus far we have conſidered Opium as an Article of Internal Revenue. We ſhall now view it as an Article of Foreign Commerce, and we know not how it can be ſo beneficially applied as in the Aid of our China Trade.

" 203. We have very attentively peruſed all your Proceedings upon this Subject ſince 1782, and various are the Methods which have been ſuggeſted for that Purpoſe. With reſpect to the Quantity of Ophium manufactured, we do not find that in any one Year it ever exceeded 4,000 Cheſts. Sir John Macpherſon, in his Minute upon this Subject, of the 9th April 1785, ſtates the Annual Produce, upon an Average of Five Years, at no more than 3,500 Cheſts, and he ſuppoſes that the Dutch at Batavia would annually take off 1,000 Cheſts, that 1,000 may be annually diſpoſed of at Tringana, and that a Vend for 1,200 more would be found at Macoa and China.

" 204. With reſpect to the probable Conſumption of this Article in China, Colonel Watſon in his Propoſal entered on your Conſultations of the 16th November 1785, ſtates it as an undoubted Fact that the Inhabitants of the Southern Provinces are in the increaſing Habit of uſing Opium, and that they may require a Supply of 1,500 or 2,000 Cheſts annually.

" 205. Having already given our Opinion that this Article is undoubtedly a proper Object of Encouragement for foreign Commerce, and remaining of the Opinion contained in our Letter to you of the 12th July 1782, that the Company cannot on any Account engage directly in an illicit Traffic in it to China where it is prohibited; it remains to be conſidered in what Manner, conſiſtent with thoſe Opinions, this Produce of our Provinces can be moſt beneficially converted to the Purpoſes of foreign Commerce, and particularly of a Supply to our Treaſury at Canton.

" 206. Of the Three Modes propoſed by Sir John Macpherſon in his Minute of the 9th April 1785, for the future Diſpoſal of Ophium, viz. 1ſt. By a Society of Merchants; 2dly. Under the Management of our own Servants on the Company's Account, and 3dly. To be diſpoſed of at public Sale; we have endeavoured to form an Opinion. The ſpecific Advantages of the firſt, which has for its Object the annual Payment in an encreaſing Proportion of from 400,000 to 800,000 Spaniſh Dollars, into the Treaſury at Canton, appears at firſt Sight to be very flattering; but from the Propoſals which were afterwards made to you, in conſequence of your own Advertiſements, we doubt whether as to the Rate of Exchange of Spaniſh Dollars, 41½ (Forty-one and a Half) for 100 current Rupees, the ſame would be altogether practicable; the Propoſals being in general at 40, and you yourſelves having acquieſced in Spaniſh Dollars 41 per 100, (Forty-one per One hundred) current Rupees.

" 207. The Quantity propoſed to be annually exported is at leaſt 3,500 Cheſts. If no better Terms could be obtained, we ſhould feel great Satiſfaction at parting with the ſame at the medium Price of current Rupees 477 : 6 per Cheſt, to be paid for at Canton, at the uſual Rate of Spaniſh Dollars 41 per 100 current Rupees, which would furniſh a moſt ſeaſonable Supply to our China Treaſury of Spaniſh Dollars, 685,033 (Six hundred and eighty-five thouſand and thirty-three) without any Riſk to the Company.

" 208. The Second Propoſal is liable to the Objection already ſtated, as it engages the Company in an illicit Trade with the Inhabitants of China, which on no Account would we wiſh to be concerned in. Were we once poſſeſſed of a firm Eſtabliſhment to the Eaſtward, there would be little Doubt of the Succeſs of the Undertaking, we might therefore meet with a Market for the whole Produce of our Opium Farms, to be paid for in Dollars, or in Tin and Pepper, and in ſuch other Articles as might be very profitably diſpoſed of at Canton; and whatſoever Opium might be in Demand by the Chineſe, the Quantity would readily find its Way thither without the Company being expoſed to the Diſgrace of engaging in an illicit Commerce.

" 209. We obſerve by a Letter from Bencoolen, entered on your General Conſultations of the 2d June 1784, that great Advantages might be derived to the Company by making Fort Marlbro' a Mart for the Sale of Ophium to the Malays. It is therein aſſerted that, before the Capture of the Betſey, it ſold at 1,300 Rix Dollars per Cheſt, and that under proper Reſtrictions 500 might at leaſt be eaſily got for it; we therefore direct that from One to Two Hundred Cheſts be annually ſent to Bencoolen, on the Company's Account, the Proceeds of which to be appropriated to the Proviſion of Pepper.

" 210. The 3d Propoſal appears to us more conſiſtent with the general Freedom of Commerce than the other Two; and if, as we have already obſerved, you can enſure to us the annual Amount before mentioned to be paid into the Canton Treaſury, we ſhould not heſitate to direct you to continue the Sale of the Ophium in that Manner.

" 211. Having thus given you our general Ideas upon this Subject, and having acquieſced in the Principle that the Proceeds, except in the Inſtance before mentioned, ſhould be applied excluſively to the Benefit of the China Trade; we hereby give you a Latitude to adopt ſuch a Plan as in your Eſtimation will beſt anſwer that deſirable Purpoſe, and at the ſame Time be moſt advantageous to the Company in other Reſpects.

" 212. We cannot conclude this Subject without expreſſing our Approbation of your Conduct in the ſeveral Steps you have taken for putting the Opium Trade upon a beneficial Footing for the Company, and towards ſupplying our Supracargoes with Specie, excluſive of your annual Remittance, without draining the Provinces; and we are pleaſed to find by your Letter of the

31ſt December 1785, that you have been ſo far ſucceſsful as to engage for the Payment at Canton in Dollars, for the Value of Opium delivered to the Amount of 8½ Lacks of Current Rupees.

(Signed at the End of the Letter)
“ George Tatem, John Michie,
John Travers, John Motteux,
Abram Roberts, Jnº Woodhouſe,
Wm. Elphinſtone, John Hunter,
Paul Le Meſurier, Jn. Townſon,
Thos Cheap, George Cuming,
Jacob Boſanquet, Hugh Inglis,
Charles Mills, Thos Parry,
John Roberts.”

Read, the following Extract of a Revenue Letter from the Governor General and Council at Bengal, to the Court of Directors, dated 10th Auguſt 1789, beginning at Paragraph 40 of the ſame Letter.

“ Honble. Sirs,

Rev. Dept. Opium.

“ Par. 40. The Contract concluded with Meſſrs. Young and Heatly, for the Proviſion of the Opium in Bengal and Bahar, expiring on the 31ſt of this Month, we took early Steps for obtaining ſuch Information as might enable us to adopt ſuch Meaſures for the future Proviſion of that Article, as might prove equally advantageous to Government, and the Cultivation of the Poppy.

“ 41. With this View, ſo early as April 1788, we ſtated ſundry Queſtions to the ſeveral Collectors, and alſo to the Reſident at Benares, whoſe Replies, together with the Opinion of the Board of Revenue on the Subject, are recorded on the Proceedings referred to in the Margin.

“ 42. Before we proceeded to the Diſcuſſion of the Two Syſtems of Proviſion by Agency or Contract, we thought it neceſſary to conſider a Third Queſtion, viz. Whether it would be expedient to to relinquiſh the Proviſion of the Opium altogether, and to throw open the Trade in that Article.

“ 43. Although we cannot, upon general Principles, but diſapprove of all Monopolies, eſpecially when in the Hands of Government, many Conſiderations induced us to reject the Abolition of the Monopoly in Queſtion: Of theſe the following are the principal.

“ 1ſt. Were the Trade to be laid open, we are of Opinion, that the Quality of the Opium would ſoon be ſo much debaſed, as to deſtroy the Reputation of the Commodity in the Eaſtern Markets, and thereby leſſen the Demand for it, which might ultimately affect the Cultivation of it in Bengal and Bahar, to the Detriment of the Revenues.

“ 2d. The Relinquiſhment of the Monopoly would occaſion an immediate Defalcation in your Reſources, equal to the Amount of the Profits now derived from it, nor could the Loſs be made up by any other Means; but a very ſmall Part of it could be recovered by impoſing an Increaſe of Rent upon the Poppy Lands, without oppreſſing the Cultivators, who would, in conſequence, relinquiſh the Cultivation altogether; and the late Arrangements made in the Cuſtoms, render the impoſing any Duties on the Exportation of it leſs practicable than heretofore.

“ 3d. The Opium now ſerves as a Remittance to China, to anſwer the Bills drawn on Canton for the Proviſion of your Inveſtment. Were the Trade to be laid open, it is probable that this Reſource might, in ſome Meaſure, fail, and occaſion the Exportation of large Sums in Silver from this Country, already too much drained of its circulating Specie.

“ 44. Theſe Conſiderations may, in a Courſe of Time, have leſs Weight; but in the preſent State of your Affairs, they appeared to us of ſufficient Importance to induce us to give up all Thoughts of relinquiſhing the Monopoly, more eſpecially as we had little Doubt, but that by increaſing the Price to be paid to the Cultivators, aboliſhing the Loſſes impoſed upon them by former Contractors, and defining the Rights of the Ryotts, and limiting the Authority of the Contractor, the Cultivation of the Poppy would be rendered equally advantageous to the Ryotts, as any other Article of Produce.

“ 45. The next Queſtion to be determined, regarding the Opium, was the Mode in which it ſhould in future be provided, whether by Contract or by Agency. After duly conſidering the ſeveral Papers and Information before us, we determined in Favour of the Former; our Reaſons for which are recorded on the Proceedings referred to in the Margin.

“ 46. You will obſerve alſo, that we have extended the Principle to the Zemindary of Benares, the Opium in which, for the Year 1787-8 and the Current Year 1788-9, has been provided with much Succeſs, under the immediate Superintendance of the Reſident. From his Letter recorded on our Proceedings above referred to, you will perceive that the Cultivation of the Poppy has been greatly extended, in conſequence of his good Management. Could we always be certain of the Services of a Perſon poſſeſſing equal Zeal and Ability with Mr. Duncan, we might poſſibly have preferred the Mode of Proviſion hitherto obſerved in Benares; but as this cannot be expected, we, upon the Whole, thought it preferable to provide it by Contract, taking Advantage of Mr. Duncan's Preſence upon the Spot, and his intimate Knowledge of the Buſineſs, to define and fix the Rights of the Ryots and the Contractor, and to adopt ſuch Meaſures as might effectually prevent any future Encroachment or Deviation by either Party. (a)

(Signed at the End of the Letter)

" Fort William,
10th Auguſt 1789.

" Cornwallis,
Chaˢ Stuart,
J. Shore."

Read, from Book 714, the following Extract of a Letter from the Governor General and Council to the Court of Directors, dated 29th April 1785, beginning at Paragraph 1, of the ſame Letter.

" Honble. Sir, and Sirs,

" Since our Addreſs to your Honble. Court of 25th March, in the Secret Department of Inſpection and Retrenchments, a Copy of which is ſent a Number in this Packet, our Attention has been principally engaged in endeavouring to form Arrangements for the permanent Support of your Trade and Credit at Canton, and to eſtabliſh ſuch a Syſtem on the ſolid Principles of Commerce as would ultimately relieve you from the heavy Burthen of your Bonded Debt, at your different Preſidencies in India, retain the Current Specie in theſe Provinces, and ſecure to the Parent State laſting Advantages from the Trade of Aſia.

" 2d. In conſidering the beſt Means of maintaining and improving your Trade with the Chineſe, we have ſuppoſed that the Meaſures which were lately adopted in England for the Reduction of Duties upon Tea, will inevitably lead to the Encreaſe of your Sales in that Branch of Commerce, and that you will of Courſe deſtine a greater Number of your Ships than uſual to the Port of Canton; and it follows, as a natural Conſequence, that your Credit in China will demand a more enlarged Support, nor is there any Quarter from which that Support can be had more obviouſly than from your Government of Bengal.

" 3. Your Supra Cargoes at Canton have only made to us a general Repreſentation of their Wants. We underſtand from private Information, that the Native Merchants in that City are in Advance to them in no leſs a Sum than 290,000l. Sterling. It is therefore eſſential for your Intereſt that the Credit of the Company ſhould be maintained completely in the Eſtimation of the Chineſe Merchants. A further Exportation of Specie from theſe Provinces can on no Account be attempted, nor can any of your other Preſidencies afford to ſend the Aid of Commercial Supplies to your Factory at Canton; and we have Reaſon to apprehend that private Remittances, which have hitherto furniſhed a very conſiderable Fund for the Support of your China Trade, have of late been very inſufficient for that Purpoſe.

" 4th. Having taken all the Circumſtances into our particular Conſideration, and being ſincerely anxious to enable you to realize your Expectations from your Commerce with China, and with a view to preventing heavy Drafts upon your Treaſury in Europe, we have iſſued a Publication, and circulated it through all your Settlements, offering the Opium of November next for Caſh paid into your Treaſury at Canton, to ſupply the Cargoes for your China Ships of the approaching Seaſon.

" 5th. How far this Propoſal, and the Encouragement which it holds out, will be productive of the Relief intended by them, we cannot yet venture to pronounce; but [illegible] are determined, in caſe you ſhall approve the Meaſure, to apply the Proceeds of the Opium Manufacture, in future, to the excluſive Benefit of your China Trade.

" 6th. We have the Honour to encloſe a Copy of a Minute, which your Governor General has delivered on this Subject, with Copies of the Plans incloſed in it, and to recommend them to your particular Attention. Our Opinions on them will attend you with the next Diſpatch.

" 7th. The next Object that has claimed our Attention, and been already mentioned in the Firſt Part of this Addreſs, is the Eſtabliſhment of ſuch a Syſtem on the ſolid Principles of Commerce, as would ultimately relieve you from the heavy Burthen of your bonded Debts at your different Preſidencies in India, retain the Current Specie in theſe Provinces, and ſecure to the Parent State laſting Advantages from the Trade of Aſia.

" 8th. We are clearly of Opinion, that by funding all theſe bonded Debts, if the Bond Holders will agree to this Meaſure, and by applying the Amount of the Intereſt, with a Part of the Principal annually, for the Purchaſe of an Inveſtment of Goods properly ſelected, and provided at the cheapeſt Rates, the whole Debt may be gradually liquidated in Europe on a reduced Intereſt, and with infinite and equal Advantage to Great Britain and this Country.

" 9th. You will find this important Subject fully diſcuſſed in a Second Minute, which is encloſed from your Governor General, and which we ſhall take into our early Conſideration.

" 10th. On Plans of ſuch Importance, it is neceſſary to proceed with Caution, to collect the beſt commercial Information, and to weigh the Diſadvantages, together with the propoſed Advantages of the ſeveral Parts. The Principle of each Plan is evidently good, yet the Obſtructions which will of Courſe ariſe in carrying them into Execution, are but too manifeſt, but the beſt

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(a) Vide Appendix, Nº CCCLXXXVII.

Proſpect for overcoming thoſe Obſtructions, is preſented by the abſolute political Neceſſity that preſſes for the Adoption of decided Meaſures, to connect the Maintenance of your Credit, with the Extenſion and Improvement of your Commerce.

"11th. In regard to the Opium Plan, the Objections that will naturally be made to it as a Plan of Monopoly, are Objections which can never be obviated, while any conſiderable Revenue is deſired to be derived from it. The Opium, like the Salt, muſt be manufactured in theſe Provinces on a Footing of a Monopoly, or the Revenue muſt fail. It will be obſerved that the Sale of the Opium might be exempted from the unfavourable Checks of a Monopoly Syſtem, and left open for every Bidder at the Calcutta Market. Had we poſſeſſed a Port to the Eaſtward, to which Opium, ſold by public Sale to the Bengal Merchants, might be carried, and ſecurely diſpoſed of, to the trading Inhabitants of the Eaſtern Iſlands, it would certainly be more conſonant to the Advantages of an open Trade, that the Opium, if even manufactured by Contract, ſhould be ſold to the higheſt Bidder at Calcutta, but the Want of ſome ſafe and certain Eſtabliſhment to the Eaſtward, as an Emporium to the Merchants of the Place, expoſes every private Adventurer in the Article of Opium, to the greateſt Riſques, and renders it neceſſary to concentrate a general Intereſt, to give as much Security as poſſible to the Succeſs of our Opium Sales in the Eaſtern Seas.

"12th. The Riſque to which private Adventurers in Opium are ſo much expoſed, oblige them to export, ſecretly, a conſiderable Quantity of Specie, together with their Opium, to make good, at all Events, their Engagements to pay Money in China.—This is an Evil which we wiſh to obviate, in every Degree—Indeed we conſider the further Exportation of Specie from theſe Provinces, as public Credit now ſtands, in ſo alarming a Point of View, that we imagine it would be more for your Intereſt to tranſfer the Opium intirely to the Dutch, on the Condition of paying its Value, in Money, into your Treaſury at Canton, than to have it on its preſent uncertain Footing.

"13th. We ſhall endeavor to concert Meaſures with the Governor General and Council of Batavia, for the Security of the Opium Trade—In conſidering this Subject, we are induced to expreſs our Wiſh, that it were poſſible to exchange Negapatnam for the Fort of Malacca. A ſecure Eſtabliſhment, in ſo favorable a Poſition, would give a real Vigour to our Eaſtern Trade, and throw within the Command of Bengal, a regular Supply to your Treaſury at Canton, with every Advantage to this Government, while it would procure to the Company a permanent Superiority, in Europe, in the China Commerce.

"14th. The Exchange of Negapatam for the Fort of Malacca can be effected only by Negociation, and by the Authority of his Majeſty's Miniſters. The Object is important, and we earneſtly recommend it to your ſerious and immediate Conſideration. We think it neceſſary at the ſame time to hint, that if the Exchange be not effected ſpeedily, and before the States General are fully informed of the Conſequences it might have relative to their Eaſtern Trade, Difficulties would probably encreaſe to prevent their according to the Meaſure: They conſider Negapatam of much greater Importance to them than Malacca; but their Poſſeſſion of Negapatam could be of little Detriment to our Intereſts upon the Coaſt, and the Fort and Town of Malacca would be a moſt important Acquiſition to Bengal.

"In regard to the Second Plan, that relative to your Bonded Debts in India, it may be juſtly conſidered as intimately connected with the Plan for ſupporting the Trade with China. It will give new Life to the valuable Part of your Commerce from the Coaſts of Coromandel and Orixa, it will furniſh Supplies for the Mocha, Surat, and Malabar Returns, and ſecure ſome valuable Cargoes from the Coaſt of Sumatra. But the whole Succeſs of it depends upon the Integrity and judicious Selection with which the Goods for the encreaſed Inveſtment and a proper Attention to the Employment and Deſtination of your Charter Party Ships, for receiving Goods in India, and tranſporting them to England in proper Seaſons.

"In 1781-2, when this Government found it neceſſary to draw Bills upon the Company, to purchaſe what has been called the Subſcription Inveſtment; the evident Neceſſity which appeared for making the Produce of that Inveſtment in England equal, amidſt all the Riſques of War, to the full Amount of the Bills drawn, produced that Reduction in the prime Coſts of the Goods of that Inveſtment which has ſo juſtly merited your Approbation, may be deemed a moſt valuable Saving to the Company; a ſimilar Neceſſity will produce ſimilar and improved Effects, and we truſt that ſuch precautionary Meaſures may be adopted for lowering the Prime Coſt, and improving the Quality of an increaſed Bonded Debt Inveſtment (to deſcribe it by a particular Name) as will anſwer the moſt ſanguine Expectations than can be founded upon the Plan.

"It will naturally occur to you, that almoſt all your your Servants, and every Britiſh Subject connected with the Company, have a general Intereſt in the Succeſs of this Undertaking, and ought to be watchful of every Step leading to that Succeſs. We ſhall ſay no more upon the Subject at preſent, but ſubmit the Whole to your Diſcuſſion and Determination; we doubt not but his Majeſty's Miniſters will pay every liberal Attention to Propoſitions which, on the cleareſt Grounds of Public and Commercial Advantages, open ſo favourable a Proſpect to the State at large, and to the local Proſperity of theſe Settlements.

"Fort William,
Secret Department of Inſpections,
29th April 1785.

(Signed)

"John Macpherſon,
John Stables,
Chas Stuart."

The Counſel for the Defendant informed the Houſe, that it having been ſtated that this Contract was made in Time of War, they ſhould next ſhew, that it never had been deemed adviſable, even in a State of Tranquillity, to confine it to a ſingle Year: That Eight Years had elapſed ſince the Expiration of Mr. Sulivan's Contract, which had been divided into Two Contracts, of Four Years each.

For which Purpoſe they would firſt refer to the before mentioned Minute of Mr. Macpherſon, on the Conſultation of 11th July 1785, given in Evidence this Day; (a) and,

Read, from Book, intitled, 'Bengal Letters received, 16th Auguſt 1789, to 16th 'April 1790,' (No Number), the following Extract of a Letter from Lord Cornwallis to the Court of Directors, dated Auguſt 2d 1789, beginning at Paragraph 23 of the ſame Letter.

" Honble. Sirs,

" Par. 23. As the Opium Contract terminated this Seaſon, Propoſals for a new Contract for the Term of Four Years, as before, have been called for by public Advertiſement. (b)

" Fort William, Auguſt 2, 1789. (Signed) " Cornwallis."

To ſhew that the Aſſignment of Mr. Sulivan's Contract to Meſſrs. Benn and Young was made without the Privity of the Defendant, and that he had no Concern in it, the Counſel ſtated, that they ſhould refer to the Evidence given on the Part of the Proſecution, namely, Mr. Benn's Evidence in the printed Minutes, Page 1317, 1318, and to that of Mr. Young, in the printed Evidence, Page 1325.

The Counſel for the Defendant further ſtated, that the next Allegation in the Charge reſpected a ſuppoſed ſmuggling Adventure to China, and alſo to a Loan of Money in the latter End of the Year 1781, and charged to be 'in Order to favour certain Individuals;' a Liſt of whom incloſed in a Letter from Mr. Haſtings, from Banares, dated 22d October 1781, having been given in Evidence by the Managers for the Commons in Page 1330 of the Printed Minutes, they ſhould ſhew that the Loan was publicly advertiſed for in the Month of July preceding, and that it was general for all the Servants of the Company, Civil and Military, who were willing to partake of the Remittance; for which Purpoſe they ſhould rely upon the Conſultation of the 30th July 1781, already given in Evidence in the printed Minutes, Pages 1330 and 1331, in Addition to which they ſhould read the Reſt of that Conſultation which applied as well to the Adventure as to the Loan.

Read, from Book 427, the following Extract of a Conſultation of the 30th July 1781.

" Fort William, the 30th July 1781.

" At a Council; Preſent, Pub. Dept.
Edward Wheler Eſquire.
The Honble. Governor General abſent on a Viſit to the Northern Provinces.
Lieut. General Sir Eyre Coote, abſent on Service at Fort St. George.

" Read, the following Letter from Mr. Cudbert Thornhill.

" Honble. Sir, and Sirs,

Cudbert Thornhill, dated 28th July.

" Underſtanding that it is your Intention to export the Honble. Company's Opium now on Hand, I humbly beg Leave to ſubmit to your Conſideration a Plan of a Voyage to the Eaſtward, and China; and ſhould it meet with your Approbation, I beg Leave to make a Tender of my Ship the Betſey (ſent to Bombay for the Purpoſe of being ſheathed with Copper, and expected here next Month) to carry the Opium, and to recommend the preſent Commander of that Ship, Captain Geddes, as a proper Perſon to be entruſted with the Navigation of the Ship, and the Sale of the Opium. I engage that the Betſy ſhall carry 22 Guns 6 Pounders, and 100 Men, 20 Europeans, if to be had, beſides the Officers, and 80 Laſcars. I take the Liberty to propoſe to your Honble. Board, that the Ship ſhould firſt go to Rio, and diſpoſe of 700 Cheſts of Opium, taking in the Quantity of Tin, Pepper, and Dollars, ſpecified in the Plan now ſubmitted; and ſhould ſhe not be able to diſpoſe of that Number of Cheſts at Rio, or not be able to complete her Cargo of Tin, Pepper, and Dollars, to proceed to Tringany, where ſhe will, no doubt, be able to effect the Whole; which done, to proceed to China with remaining 700 Cheſts, and her Cargo of Tin, Pepper, and Dollars, all of which to be diſpoſed of at Canton, and the net Proceeds of the 1490 Cheſts to be paid into the Hands of the Supercargoes of the Honble. Company at that Place.—Should your Honble. Board be pleaſed to approve of the General Outlines of the Plan, and to order the 1490 Cheſts of Opium to be delivered to me at the proper Time, I will, if it ſhould meet with your Approbation, ſhip them in all next Month on Board the Betſey, draw up the neceſſary Inſtructions for the Captain to be ſubmitted to your Conſideration, and in general to take upon me, under your Orders, the Management of the Detail of the Voyage, and, upon the Receipt of the Opium, execute whatever Papers may be neceſſary for the due Execution of the Truſt repoſed in me.

(a) Vide ſupra, Page 2236. (b) Vide Appendix, No CCCLXXXVIII.

“ If your Honble. Board ſhould wiſh to adopt the ſame Plan of Exportation for 1500 Cheſts of the Opium which is expected in December next, I beg Leave to offer you my Services to take Charge of it myſelf, and go with it on any Ship that may be found fit for the Purpoſe, in the Month of January next, on the ſame Voyage as propoſed for the Betſey: By following her at the Ports ſhe may touch at, I ſhall be able to finiſh whatever may be left unſettled of her Cargo, and by proceeding to China after her, I ſhall be able to ſettle every Account reſpecting both Ships, ſee that the whole Proceeds of both Cargoes have been duly paid into the Hands of the Supercargoes, and, in ſhort, ſettle every Part of the Voyage to Canton in a Manner that I hope will give Satiſfaction to your Honble. Board.

“ I am, &c.
“ Calcutta, (Signed) “ Cudbert Thornhill.”
28th July 1781.

“ Ordered, That the Encloſure in the above Letter be entered after the Conſultation.

“ Mr. Wheler.—The above Letter and Plan offer Two Points to the Conſideration of the Board; viz^{t}.

“ The Diſpoſal of the Company's Opium, and the Means of remitting a conſiderable Sum to the Supercargoe in China. With reſpect to the Firſt, there is little Proſpect of ſelling the Opium here at a reaſonable Price: the Endeavours of the Board to diſpoſe of it even ſo low as at 400 Rupees have been in vain; no Purchaſers have offered, and there is little Proſpect of any offering. Opium is purchaſed by Individuals for the Purpoſe of exporting it to Batavia, the Eaſtern Iſlands, and China. The War which has lately broke out with the Dutch puts a Stop to the Exportation to Batavia, and the Voyages which are undertaken in ſmall Veſſels with Opium to the Eaſtern Iſlands, are become, from the ſame Circumſtance, ſo very dangerous, that few or no Individuals will engage in them.

“ Theſe Two Channels of Export being ſtopped, it is but natural to ſuppoſe that the Price of Opium will fall, from the Demand being leſſened.

As to the Second Point which Mr. Thornhill's Plan offers to the Conſideration of the Board, the Supply for China, it appears to be a very advantageous one. The uſual Supply has been by a Remittance of Bullion to China. The great Aids that this Government has afforded to the other Preſidencies have already been a very conſiderable Drain to this Country of its ready Money; it therefore becomes an Object of the firſt Conſequence with the Board to put a Stop, as far as they are able, to a Method of Supply ſo ruinous to theſe Provinces. It is evident that it is much eaſier for this Country to export its own Manufactures than its Specie, and when practicable, it ſhould always be done when Supplies are to be ſent to the other Preſidencies. Upon the Whole, it appears that Mr. Thornhill's Plan furniſhes the only Means that can be thought of for diſpoſing of the Company's Opium to Advantage, and of ſending a Supply to China that will be leſs felt by this Country than the uſual Remittance in Bullion. With reſpect to the Exportation of a Second Quantity of Opium in January next, the Board do not think it neceſſary to determine therefore for the preſent.

“ Reſolved, That Mr. Thornhil's Propoſals for the Exportation of 1490 Cheſts of Opium, in the Betſey, be accepted, and that the Management of the Detail of the Voyage be left to him; but that he ſubmit to the Board the Letter of Inſtructions for the Captain, and that he do not give any Directions reſpecting the Voyage or Diſpoſals of the Opium, without firſt ſubmitting them to the Board for their Approbation.

“ Ordered, That the neceſſary Papers be prepared for Mr. Thornhill to execute; that the Committee of Revenue be directed to deliver the 1490 Cheſts of Opium to him when the Ship ſhall be ready to take them in; and when ſhipped, that Mr. Thornhill do deliver the Bills of Lading to the Secretary.

☞ [“ Ordered, That the Treaſury be opened for the Receipt of C^{rs} 10,00,000, to be taken up on the above Remittance to China, and on the Terms mentioned in the following Advertiſement.

“ Advertiſement, 30th July 1781.

Advertiſement relative to the Remittance to China.

“ The Honourable the Governor General and Council having reſolved to export the Opium now in their Warehouſes to China, to ſerve in lieu of the uſual Remittance in Bullion, they hereby give public Notice, that they will open their Treaſury for the Receipt of Current Rupees 10,00,000, from the Civil and Military Servants of the Company, the Repreſentatives of thoſe relieved from the Service and gone to Europe, or the Adminiſtrations to the Eſtates of deceaſed Perſons. Certificates will be granted by the Honourable the Governor General and Council, which will entitle thoſe who pay in Money to exchange them for Bills to be drawn by the Supra Cargoes at Canton, for the Proceeds of the above Opium, on the Court of Directors in Leadenhall Street, at the Rate of Sicca Rupees 214 and 4 Pice ℘ 100 Spaniſh Dollars, and the Dollar to be rated at whatever may be the Exchange fixed by the Supra Cargoes for the Seaſon in which the Bills ſhall be drawn. Subſcriptions will be received at the Secretary's Office from all Servants of the Company, Civil or Military, who are willing to partake of this Remittance, provided they be delivered in before the 25th of next Month; a Diſtribution will then be made of the Remittance; the Shares to be regulated by the Rank which the Subſcribers hold in the Service; which Diſtribution will be lodged at the Treaſury, and the Amount allotted to each Subſcriber to be paid into the Treaſury on or before the 10th of September, after which the Treaſury will be cloſed.

" The Riſk of the Voyage to be on Account of the Company, and ſhould any Accident happen to prevent the ſafe Arrival of the Ship on which the Opium is to be loaden in China, the Money ſubſcribed will be repaid at the Treaſury in Fort William, with an Intereſt of 8 ℘ Cent.; or ſhould the Ship not carry Funds to China equal to the Amount ſubſcribed, the Supra Cargoes will curtail from the Drafts allotted to each Subſcriber on the Court of Directors a Sum equal to the General Deficiency on the whole Remittance; and whatever Sum may be ſo curtailed will be repaid at the Treaſury in Calcutta, with an Intereſt of 8 ℘ Cent. a Voucher being produced from the Supra Cargoes that ſuch Deductions were made.

" Ordered, That the above Advertiſement be immediately publiſhed, and a Copy ſent to the Subtreaſurer, with Directions to receive the Amount ſubſcribed, whenever the different Shares ſhall be determined agreeable to the Terms inſerted therein.] (a)

(Signed at the End of the Conſultation)

Edw^d. Wheler."

(a) Vide ſupra, Page 1331;—and Appendix, Nº CLXXXIX.

Plan of a Voyage to the Eaſtward and China.

D^r

To the Amount of an Invoice of 1,490 Cheſts of Opium Patna, at A. R^s ℔ Cheſt, is — A. R^s	5,96,000			
Batta 8 ℔ Cent —	47,680			
		6,43,680	0	0
To the Amount Freight on the above 1,490 Cheſts, at S^a R^s 50 ℔ Cheſt, is — — Sicca R^s	74,500			
Batta 16 ℔ Cent. —	11,920			
		86,420	0	0
To the Amount of the following Articles to be provided at the Eaſtern Ports for China; viz.				
Tin, Peculs 5,000, at Spa. Dollars 14½ ℔ Pecul, is — —	72,500			
Pepper 2,000, at D° 14 —	28,000			
Spaniſh Dollars —	100,500			
Exchange, at 41 Spaniſh Dollars ℔ 100 C^t R^s is —		2,45,121	15	3
To Captain and Officers Privilege — —		6,480	0	0
		9,81,701	15	3
To Profit and Loſs — —		3,12,551	10	6
Current Rupees —		12,94,253	9	9

C^r

By the Amount Sales of 700 Cheſts Opium Patna, at the Eaſtern Ports, at 300 Spaniſh Dollars ℔ Cheſt, is Sp. D.		210,000			
Deduct Commiſſion and Port Charges, at 10 ℔ Cent.		21,000			
Spaniſh Dollars —		189,000			
Exchange, at 41 Sp. Dollars ℔ 100 C^t R^s is —			4,60,975	9	9
By the Amount Sales at Canton of the following Articles; viz. Opium Patna 790 Cheſts, at Sp. Dollars 300 per Cheſt, is Sp. Dollars 237,000; Exchange, at 72 Tales ℔ 100 Dollars, is — — Tales		170,640			
Tin, Peculs 5,000, at Tales 13 5 ℔ Pecul, is		67,500			
Pepper, D° 2,000, at 12 5 D° — —		25,000			
Tales —		263,140			
Deduct Charges Merchandize.					
Port Charges, — — Tales	4,000				
Commiſſion, at 5 ℔ Cent. —	13,157				
		17,157			
Tales —		245,983			
Exchange, at 7 Tales ℔ 100 Dollars, is Sp. Dollars 341,643; Exchange, at 41 Sp. Dollars ℔ 100 C^t R^s, is —			8,33,278	0	0
Current Rupees —			12,94,253	9	9

To ſhew, that the above mentioned Liſt of Subſcribers was in conſequence of the public Advertiſement 30th of July 1781, and ſent down in conſequence of there being a conſiderable Balance of the Fund ſubſcribed for unpaid, in order to make up the Deficiency, the Counſel ſtated that they ſhould rely upon the Conſultation of the 5th November 1781, in the printed Minutes of Evidence, Page 1332.

They ſhould next ſhew, that after thoſe Names had been received upon the 5th of November 1781, there was a Neceſſity for a freſh Advertiſement for a freſh Loan for 10 Lacks of Rupees more, which Advertiſement invited all Perſons to ſubſcribe to the ſame, and for this Purpoſe they would rely upon the Conſultation of the 22d of November 1781, in the printed Minutes of Evidence, Page 1331.

The Counſel for the Defendant ſtated, that in Anſwer to the Allegation of the Charge, that the above Loan was for the Purpoſe of advancing Money to the Contractor, no Evidence having been given on the Part of the Proſecution, in Proof of the ſame, they ſhould rely upon the Evidence adduced this Day, to ſhew that the Treaſury was at that Time, which was a Period of Diſtreſs, open to receive a Loan for the general Exigency of the State.

The Counſel for the Defendant then ſtated, that as to the next Article of the Charge, viz. the Adventure to China and the Eaſtern Iſlands, the ſame took Place in the latter End of the Year 1781, in the Abſence of Mr. Haſtings, and was executed by Two Ships, the Nonſuch and the Betſey; as to which they ſhould firſt proceed to ſhew, that the Loſs charged by the Article aroſe upon that Part of the Adventure in which the Betſey was concerned, and was owing to the accidental Capture of her by the Dutch; that otherwiſe the Company would have reaped conſiderable Advantage from it; for which Purpoſe they ſhould refer to that Part of a Letter from the Supra Cargoes of Canton, dated 28th December 1782, which had been given in Evidence by the Managers for the Commons, in the printed Minutes, Page 1333.

To ſhew, the Account given by the Captain of the Betſey of the Capture, of the Sale he had made antecedent to it, and the favourable Proſpect he had if that Accident had not taken Place,

Read, from Book 223, the following Extract of a Conſultation, beginning at Page 336 of the ſame Book.

"Fort William, 3d March 1783. Public Dept.

"At a Council; Preſent,

The Honourable Warren Haſtings, Governor General, Preſident;
Lieut. General Sir Eyre Coote,
Edward Wheler,
John Macpherſon,
John Stables.

"The Governor General lays before the Board the following Papers which he has received from Captain Thornhill, who is juſt returned from China, concerning the Capture of the Betſey, with her Cargoe of Opium, at Rhio.

"Sir, Encloſed from Capt. Thornhill, dated ——*

"In my laſt by the St Cruz, I acquainted you that we had got the Ship Betſey into the River Rhio, where I imagined ſhe was very ſafe from any Attempts of an Enemy, this being a neutral Port; but I am truly ſorry to acquaint you now, that it has proved otherwiſe, owing entirely to the treacherous Behaviour of the Mallays towards us. * Sic in Orig.

"On the Morning of the 1ſt of March, Four Veſſels made their Appearance in the Offing, and came into the Roads the ſame Day. They proved to be a Dutch Ship of Forty Guns, a French Ship of Eighteen Guns, and a Dutch Snow and Sloop armed Veſſels of Ten Guns each. On the Morning of the Second I found the French Ship was warping into the River; I immediately moved the Betſey further up cloſe to the Mallay Fort, where they hove a Boom acroſs the River, and ſent to the King repeatedly for Leave to paſs and carry the Ship up to the Town; but he put us off from Time to Time with evaſive Anſwers, and at laſt told us poſitively we could not paſs. This was what I never knew refuſed to an Engliſh Ship before: I had alſo propoſed to Rajor Ally, the Perſon who bought the Three Hundred Cheſts, to land a Quantity of the Opium into his Godowns, to lighten the Ship, in order to carry her up the River with more Eaſe. This he had conſented to, and promiſed to ſend his Prows for it in the Night; but this the King thought * for proper likewiſe to prevent. By this Time, being the Afternoon of the Second, the French Ship had got into the River, and almoſt within Gun Shot of us; and finding that the * Sic in Orig.

Snow and Sloop alſo were coming in, I went aſhore myſelf to the King, who was at his Fort, and acquainted him of this Circumſtance; at the ſame Time told him, that as he would not let us paſs the Boom, I intended to go along Side of the French Ship, and engage her (this we could eaſily have done, being then juſt high Water), that I thought we could not expect to do * from all the Three. His Anſwer was, that I muſt by no Means do ſo, for if I did, he would look upon me as the Aggreſſor in his Port, and turn his Guns upon me accordingly, and at the ſame Time aſſured me he would do the ſame by the French and the Dutch, ſhould they fire firſt. This, indeed, both him and many of the principal People of the Place had told me before, and that they would by no Means ſuffer the Ship to be taken in their Port. All this I thought appeared very reaſonable, had they only been as good as their Words. They had by this Time got all the Guns in the Fort loaded and ready, and not leſs than Fifteen hundred armed Men in it, beſides about Fifteen Prows with Two great Guns each. All theſe Preparations and Aſſurances led me to believe that they were in earneſt. I had then no Remedy but to moor the Ship to the beſt Advantage where ſhe was (which I did acroſs the River, within a Stones Throw of their Fort) and truſt to their promiſed Aſſiſtance, which I think they had in their Power to give us very effectually.

* Sic in Orig.

“ In this Situation, we continued until the Morning of the Fourth, by which Time, the Ship, Snow and Sloop were moored in a Line a-breaſt of us within Gun-ſhot, (I mean their Gun-ſhot, the French Ships being Nine and Twelve Pounders, and the Snow and Sloop was ſupplied with Two Eighteen Pounders each and Men alſo from the Dutch Ship, which continued in the Roads). They being thus prepared, the French Ship began to fire, which we immediately returned, and continued Four or Five Broadſides, but finding that none of our Shot reached them, being moſtly Four Pounders, whilſt their's either ſtruck our Ship or went over her, (though they luckily did not kill any of our People); and finding that the Mallays did not offer to fire a Gun or give us the leaſt Aſſiſtance as they had promiſed, I ordered our Firing to ceaſe, it being of no Uſe at the Diſtance they had choſe to engage us, and called the Officers, &c. upon Deck and aſked their Opinion, which coincided with my own, and was, that we had it not in our Power to injure the Enemy. The Ship was moored with Four Anchors down, and could not be moved in the Face of their Fire; indeed, had there been no Enemy, it would have been difficult, it being then low Water and the River ſo narrow that Two of our Anchors were high and dry in the Mud, One on each Side the River. We thought it therefore expedient to ſtrike our Colours to ſave the Lives of the People, many of which muſt have been loſt had we periſhed, * without a Probability of the Loſs of a Man on their Side, and it was evident that we muſt give up the Ship at laſt to ſo ſuperior a Force; and it would be but a poor Conſolation, after throwing away the Lives of a Number of People to no purpoſe, to have had the Vanity to ſay we fought them ſo long. In ſhort, to have held out longer at ſuch a Diſadvantage, I preſume, by the thinking Part of Mankind, to have been next to Madneſs. The Behaviour of the Officers, Europeans, and People in general was ſuch, that I have great Reaſon to believe, (had there been a Proſpect, even a very diſtant one, of Succeſs,) would have done their Duty to the very laſt before they would have given her up. All theſe Circumſtances conſidered, the ſuperior Force againſt us, and the perfidious Behaviour of the Mallays towards us, &c. will, I hope, induce my Honourable Employers and yourſelf not to cenſure my Conduct for giving up the Ship; and you may reſt aſſured, it would not have been the Caſe had there been a Probability of ſaving her; and, if I may preſume to give my Opinion, with due Submiſſion to their and your ſuperior Judgment, I think the Honourable Company may with the greateſt Propriety demand Reſtitution of the Port of Rhio for all the Damages ſuſtained by the Loſs of the Ship Betſey and Cargo, for they undoubtedly had it in their Power to have ſaved her from the following Circumſtances, which we have learnt ſince the Capture. In the firſt place, had we been permitted to paſs the Boom, they would not have attempted to follow us nor attack us even where we were, or come into the River at all, had the King only ſaid he did not chooſe they ſhould. We find there was a Conference carried on between them from the Time of their firſt Arrival, and that there was a Promiſe made to the King of a certain Share of the Prize for his Neutrality, if not Aſſiſtance. I have likewiſe procured a Copy of the Letter ſent to the King, ſigned by the French and Dutch Captains after the taking the Ship, wherein they return him Thanks in the Name of the Dutch Company for his giving them Permiſſion to take the Ship in his Port, aſſuring him that they would not have attempted to do it without; and that the Dutch Company will reward him accordingly; alſo One of my Officers who went on board the French Ship to endeavour to procure us ſome of our Linen, &c. in diſcourſing with the Second Mate of her, aſked him their Reaſon for being ſo long in the River before they attacked us, his Anſwer was, that the King had not given them Leave before, and that he had then ſent to acquaint them that he was now ready, and that the Engliſh Ship could not now eſcape, ſo that they might attack her. From this I really believe all his Preparation was to aſſiſt them (not us) had we been likely to extricate ourſelves.

* Sic in Orig.

“ Having ſold Three Hundred Cheſts of the Honourable Company's Ophium to the Mallays here, which is not yet paid for, I thought it expedient after giving up the Ship, to leave her with as many of the People as our Boats would carry, and truſt ourſelves in the Hands of the Mallays at the Riſque of our Lives, in order to ſave the Honourable Company's Property which was ſtill in their Hands; and ſhould no Engliſh Ship arrive in Time, I propoſe endeavouring either to ſell the Produce to, or freight it on ſome of the Portugueſe Ships to China; at any Rate I ſhall endeavour to get it out of their Hands as ſoon as poſſible in the beſt Manner I can.

" I do aſſure you that this Misfortune has given me infinite Concern; for I had the Proſpect of making a very great Voyage for the Honourable Company, having ſold and delivered Three hundred Cheſts at a very great Price, and agreed for Two hundred more; and I am certain would have ſold not leſs than One thouſand Cheſts at this Port alone, and have paid for the Whole in due Time for China this Seaſon. It is needleſs for me to ſay more to you on this Subject until I have the Pleaſure of ſeeing you; from what I have already ſaid, you will readily conceive the Advantages that muſt have accrued to the Honourable Company had we ſucceeded, as we had Reaſon to expect.

" Rhio, March 15th 1782.

" I am Sir, &c.
(Signed) " Robt Gaddes."

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edwd. Wheler,
John Macpherſon,
John Stables."

To ſhew, that the Court of Directors approved of that Part of the Adventure in which the Betſey was concerned,

Read, from Book 42, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 12th July 1782, beginning at Paragraph 55 of the ſame Letter.

" Our Governor General and Council at Fort William in Bengal.

" 55. We have your Advices before us reſpecting the Diſpoſal of 1460 Cheſts of Opium on the Company's Account, at Rhio and other Places in the Streights of Malacca; the Net Produce of which was to be paid into the Hands of our Supra Cargoes at Canton, and we do not ſee any Objection to the Scheme. (*a*)

(Signed at the End)

" London,
the 12th July 1782.

" R. Hall,
John Smith,
John Roberts,
Step. Luſhington,
Ben. Booth,
W. Devaynes,
George Cuming,
Jas Moffatt,
Robert Gregory,
Henry Fletcher,
John Harriſon,
George Tatem,
Jacob Wilkinſon,
Charles Boddam,
John Hunter,
Joſeph Sparkes,
Nathaniel Smith."

The Counſel for the Defendant ſtated, that as to the next Allegation of the Charge, viz. that it was a mere Pretence that there was little Demand for the Commodity; or, that no Purchaſers had offered; or, that there was little Proſpect of any offering;—and that the Defendant made no Attempt to ſell it, although in Point of Fact there were Perſons in Calcutta who had Authority to bid for the Whole, or the greateſt Part of the Opium; they ſhould, as to the latter Aſſertion, that there were Perſons authoriſed to bid for the Whole of the Opium, rely upon there being no Evidence on the Part of the Proſecution in Support of it; and, in Anſwer to the reſt, refer to the Minute of Mr. Wheler, entered upon the Conſultation of the 30th July 1781, (*b*) already given in Evidence this Day for another Purpoſe; and then read an Extract of a Letter from the Board at Bengal, dated the 5th of April 1783, to the Court of Directors.

Read, from Book 20, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated 5th April 1783, beginning at Paragraph 15, 16, 18, 99, and 100.

" Honble. Sirs,

Pub. Dept.

" Par. 15. Captain Thornhill, who proceeded from hence into the Streights of Malacca to aſſiſt in completing the Sale of the Opium which had been laden on the Betſey, and to ſuperintend the Remittance of its Produce to China, being now returned, has delivered us a Letter, addreſſed to him by Captain Geddes, who commanded the Betſey, giving a full Account of her Capture in the River of Rhio; which appears to have been contrived and executed by the Connivance of the

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(*a*) Vide Appendix, No CCCXC.

(*b*) Vide ſupra, Page 2244.

Chief of that Place, who had been bribed by the Enemy for his Forbearance while their Ships entered the River, and were allowed to take Poſſeſſion of her.

" 16. A Calamity like this cannot fail, in its firſt Impreſſion, of ſuggeſting a ſtrong Suſpicion of Miſconduct. From the Relation of Captain Geddes, which we have every Reaſon to believe to be ſtrictly true, we muſt in Juſtice acquit both him and Captain Thornhill of Blame, for this unfortunate Event, although it may leave ſtronger Imputation on the Original Undertaking, from which, had it ſucceeded, we ſhould have derived much Credit. It has failed from Cauſes which can produce no Impeachment of our Diſcretion in the Grounds on which it was conſtructed, and in Effect we had no other Reſource. Upon this Subject we ſhall ſpeak more at large hereafter."

Read, a further Extract from the ſame Letter, beginning at Paragraph 18 of the ſame.

" 18.—It appears that Captain Geddes paid into the Treaſury at Canton the Sum of Pillar Dollars 59,600, on Account of the Opium which he had ſold previous to the Capture of the Betſey."

Read, a further Extract of the ſame Letter, beginning at Paragraph 99 of the ſame.

" 99. We have already informed you, and beg Leave to repeat, that the Plan of ſupplying the Treaſury at Canton by the Produce of the Company's Opium was not a Matter of Choice but Neceſſity; we had the Produce of the Manufacture for Two Years lying on Hand, unſaleable on Account of the dangerous Navigation for Ships of no Force in the Streights of Malacca, which were infeſted by the Enemy's Cruizers. Neither of the Modes which were adopted under theſe Circumſtances would have been agreed to as a Public Meaſure, could Individuals have been inclined to engage in the Opium Trade. We therefore beg you to view the Tranſaction in this Light. Part of the Opium ſent on the Betſey to Rhio was ſold at 350 Dollars per Cheſt, and the Whole would have been ſold well, but for a treacherous Connivance of the Chief of Rhio with the Dutch; the former ſuffered the Neutrality of his Port to be violated, and the Veſſel was attacked and captured under the Cover of his Guns, with the Remainder of her Cargo which was on board, and which the Chief would not ſuffer to be landed; but on Application for Permiſſion promiſed his Protection to the Veſſel, the more effectually to lull the Apprehenſions of the Commander, and to cover his Deſigns.

" 100. With reſpect to the Conſignment ſent by the Nonſuch to the Supra Cargoes at Canton, we had very good Information before we diſpatched it, that the nominal Prohibition of Opium at China was no Inpediment to the conſtant and open Importation and Sale of it at that Place; and the Supra Cargoes never ſtate this as an Objection againſt it, although they, after the Receipt and Sale of the Opium by the Nonſuch, uſed ſuch Arguments as occurred to them to enforce their Requeſt, that we would not repeat the Conſignment if we could poſſibly ſupply them by any other Means; as you declare it to be unbecoming, we ſhall underſtand this as a Prohibition, and moſt ſtrictly conform to it.

(Signed at the End of the Letter)
" Warren Haſtings,
Edw^d. Wheler,
John M^cPherſon,
John Stables."

The Counſel for the Defendant ſtated, that the laſt Paragraph of the Document above read, was to ſhew that the Adventure to China was, upon good Information, that the nominal Prohibition of Opium thither was no Impediment to the Importation or Sale of it.

To ſhew the Repreſentation made to the Board by Mr. Watſon, that a very large Part of the Southern Provinces were in the Uſe of Opium, and that they wanted from 1,500 to 2,000 Cheſts annually,

Read, from Book 713, the following Extract of a Conſultation of the 16th November 1785, beginning at Page 191 of the ſame Book.

" Fort William, the 16th November 1785.

" At a Council; Preſent,
The Honble. John M^cPherſon Eſquire, Governor General, Preſident;
Lieut. General Robert Sloper, Commander in Chief, &c.
John Stables Eſquire.
The Honble. Charles Stuart indiſpoſed.

" Read, the following Letter from Lieutenant Colonel Watſon.

" Gentlemen,

" The Board are already well informed of the unexpected Supply conveyed to China in the Year 1782, by Means of the Opium freighted on Board the Nonſuch; which Plan, under every Diſadvantage of a firſt Experiment, and, I may venture to add, of very great Miſmanagement, did, in the Height of the War, enable the Super Cargoes at Canton to purchaſe ſeveral Cargoes of Tea without draining this Country of One Rupee, by which the Company were enabled to load all their Ships in due Time and without Delay, and finally became very great Gainers at the Cloſe of their Sales in England; to which Period alone, I apprehend, all our Reſources ought to have Reference at this Time.

" I am aware of all their Objections and Difficulties, that were then ſtarted here, and alſo of the Animadverſions made upon that Meaſure afterwards in England; but as they aroſe out of the private Views of intereſted Men, or the Dreams of ignorant Pretenders, ſuch Arguments or Obſervations are no longer worthy of your Conſideration, their Futility being fully evinced even by the Effect of this firſt Experiment, altho' carried into Execution, as I before obſerved, under every poſſible Diſadvantage.

" It being an undoubted Fact that a very large Portion of the Inhabitants of the Southern Provinces in China, are now in the eſtabliſhed Habit of uſing Opium, and that their Demand for it has moſt rapidly increaſed during the laſt Twenty Years, which, at this Time, requires a Supply of between 1,500 and 2,000 Cheſts annually, and ſo certain and abſolute is the Demand for this intoxicating Article, that it muſt now be deemed a Neceſſary of Life, and therefore to be conſidered as one of the moſt ſtaple Commodities of Commerce at the Port of Canton.

" From the above Conſiderations, I earneſtly recommend to your moſt ſerious Conſideration, as a permanent Regulation of Government, not to allow any Opium, in future, to be exported from Calcutta to China, by private Perſons, under the ſevereſt Penalties, but to reſerve the Supply of the China Market entirely to the Company; by Means of this Monopoly (which it is in your Power to effect with the Daſh of a Pen) your Sales at Canton will be very conſiderable, regular, and certain—It is manifeſt, however, that the Price fixed upon for the Diſpoſal of this Article ſhould not be exorbitant, but invariable, becauſe, if it is exorbitant, the Smuggling of other Opium into China will be attempted at all Hazards. (a)

(Signed) " Henry Watſon.

(Signed at the End of the Conſultation)

" John Macpherſon,
Rd Sloper,
John Stables,
Chas. Stuart."

The Counſel for the Defendant ſtated they would next proceed to ſhew, that the General Policy of the Meaſure had received conſiderable Confirmation by the Practice that has obtained ever ſince.

Read, from Book 249, the following Extract of a Conſultation of the 11th July 1785, beginning at Page 26 of the ſame Book.

" Fort William, 11th July 1785.

Rev. Dept.
Monday.

" At a Council; Preſent,
John Stables Eſquire,
and
The Honble. Charles Stuart.
The Governor General indiſpoſed.

" Governor General.—The different Plans which we have already tranſmitted to the Company, upon the Subject of the Opium, muſt have drawn their Attention to it, and will render them anxious to know our final Reſolution relative to this principal Support of their China Trade, or rather, what ought to form its moſt valuable Supply. (b)

(Signed at the End of the Conſultation)

" John Stables,
Chas Stuart."

The Counſel for the Defendant ſtated, that for this Purpoſe they ſhould alſo refer to the Letter of the 27th of March 1787, read in Evidence this Day. (c)

(a) Vide Appendix, No CCCXCI.

(b) Vide ſupra Appendix, No CCCLXXXVI.

(c) Vide ſupra, Page 2238.

Then read, from Book 715, the following Extract of a Conſultation of the 27th June 1785.

"Fort William, the 27th of June 1785.

"At a Council; Preſent,
The Honble. John Macpherſon Eſquire, Governor General, &c. Preſident;
John Stables Eſquire,
The Honble. Charles Stuart.

"The Governor General.—Next to the neceſſary Payment of our Troops at the different Preſidencies, the Object in which the Company's Intereſt, and the Relief of their Diſtreſſes in Europe, are moſt concerned, is the Supply of the Funds in China, for loading the Homeward-bound Ships of the Seaſon with Cargoes for the Sales in London; this great Object is forwarded in Two Ways, either by direct Remittances in Bills, Goods, or Bullion, to the Supracargoes at Canton, or by ſuch Arrangements as will tend to give them an effectual Credit with the Native Merchants of China.

"If it were poſſible to ſend even a few Lacks in Specie to Canton this Seaſon, we ought to attempt ſuch a Remittance at every Riſque, for it would operate not only as a Supply, but as a Support of the Credit of the Supracargoes. (*a*)

(Signed at the End of the Conſultation)
"John Macpherſon,
Jnº Stables,
Chaˢ Stuart."

Read alſo, from Book 712, the following Extract of a Conſultation of the 4th July 1785, beginning at Page 619 of the ſame Book.

"Fort William, 4th July 1785.

"At a Council; Preſent,
John Stables Eſquire,
The Honourable Charles Stuart.
The Honble. the Governor General indiſpoſed.

"The Secretary having received the following Advertiſement from the Honourable the Governor General, on Saturday Evening laſt, informs the Board that the ſame was publiſhed in the India Gazette this Morning.

ADVERTISEMENT.

"The Honourable the Governor General and Council, underſtanding that their Advertiſement of the 11th April laſt, for receiving ſealed Propoſals for paying Money into the Company's Treaſury at Canton for Opium, to be delivered here in the Courſe of the preſent Seaſon, has met with Succeſs at the other Preſidencies, but that the Advantages of the Offer from Government have not been fully attended to here; Notice is therefore now repeated, that the Honourable the Governor General and Council are willing to receive freſh Propoſals on or before Wedneſday the 6th inſtant, for paying Money into the Company's Treaſury at Canton, in the Courſe of the preſent Seaſon, the Amount to be repaid by Bills drawn on this Government by the Supercargoes at Canton, or from the First Company's Patna Opium of this Seaſon, which ſhall arrive at the Preſidency, and it is left in the Option of thoſe who ſend Propoſals to prefer either of the above Modes.

"The Payments at Canton to be made in Spaniſh Dollars, and the Propoſers to ſpecify the Exchange in Current Rupees, at which they will receive the Supercargoes Bills, or the Rate per Cheſt in Spaniſh Dollars, at which they propoſe to receive the Opium.

"The Perſons delivering in Propoſals are deſired to mention the Names of their Securities for the due Performance of their Engagements, and to write on the Outſide Cover, Propoſals for paying Money at Canton.

By Order of the Honble. the Governor General and Council,
"Fort William, (Signed) W. Bruere,
2d July 1785. Secretary.

"The Board apprehending that the Period ſpecified for the Receipt of Propoſals is too ſhort, are pleaſed to extend it to Monday Morning next the 11th inſtant.

(Signed) W. Bruere,
Secretary.

"The Board apprehending that the Period for delivering in the Propoſals required may be too ſhort,

"Reſolved, That it be extended to Monday the 11th inſtant, and immediately notified to the Public in Hand Bills.

"Ordered, That it be advertiſed in the Calcutta Gazette on Thurſday next.

"(Signed at the End of the Conſultation)
John Stables,
Charles Stuart."

(*a*) Vide Appendix, Nº CCCXCII.

To ſhew the Circumſtances which prevented a more beneficial Sale of the Opium, and the Repreſentations of the Supracargoes at China upon that Subject, and that notwithſtanding thoſe Circumſtances, there was ſtill no Loſs, but a Gain, upon this Part of the Adventure,

The Counſel ſtated, they ſhould refer to a Letter of the Supracargoes upon the Subject, dated 28th of December 1782, in the printed Minutes of Evidence, Page 1332, and particularly to Paragraph 49, in Page 1334.

To ſhew what was the Reſult of the Adventure of the above Two Veſſels, the Counſel for the Defendant deſired Mr. Wright might be called in.

MR. WRIGHT was accordingly again called in, and examined as follows:

Q. How much Money was paid into the Company's Treaſury at Canton in conſequence of the Adventure to China and to the Eaſtern Iſlands in 1781, on Account of the Opium ſent from Calcutta?

A. The Sum paid into the Canton Treaſury, on Account of the Opium by the Two Veſſels, was 368,883 Dollars.

Q. State the Amount of that Sum in Pounds ſterling, reckoning the Dollars at 5s. 6d. which the Supercargoes have ſtated to be the Exchange?

A. 101,443 l.

Q. That is the total Produce of the Two Ships?

A. Yes.

Q. Captain Geddes having ſtated in the Letter given in Evidence, that he had ſold 100 Cheſts at 390 Dollars per Cheſt, 200 at 350, and that he could have ſold Seven hundred more; what would the Amount of the 700 more have been, ſuppoſing them ſold at the loweſt Sum that he had actually ſold any for, or agreed to ſell any for, namely, 350 per Cheſt?

A. 354,000 Dollars.

Q. If the Remainder of the Betſey's Cargo had been ſold at the Price which the Cargo of the Nonſuch ſold for, namely, at 210 Dollars, what would the Amount have been in Dollars?

A. 97,860 Dollars.

Q. Reduce that into Pounds ſterling at the ſame Rate of 5s. 6d. a Dollar.

A. The Two laſt Sums would be 124,261 l.

Q. That is the Reſult of the 1466 Cheſts of the Betſey?

A. That is the Reſult of the 1466 Cheſts.

Q. How much does this exceed that which was received at Canton on Account of the Opium by the Betſey?

A. 107,871 l.

Q. Had the Sales been ſo made, what would have been the total Receipts paid into the Canton Treaſury of the Opium ſent in both the Ships, the Nonſuch and the Betſey?

A. 209,314 l.

Q. Having been examined on the Part of the Proſecution, to prove that the total Charges upon theſe Ships amounted to 115,434 l. what would have been the Profit, admitting that to be the total Amount of the Charges incurred, upon the Data ſtated?

A. 93,880 l.

Q. What was the Gain or Loſs by the Adventure of the Nonſuch conſidered alone, after deducting the Prime Coſt and Charges?

A. The Gain was 19,000 l.

Q. Do you find, from the Accounts of the Eaſt India Company, that any pecuniary Advantage was derived to the Company from the Monopoly of Opium prior to the Government of Mr. Haſtings?

A. Except the Duties, it does not appear upon the Books of Account received from thence that any Advantage was derived from Opium before the Year 1773.

Q. What is the total Amount of the Gain derived to the Company from this Monopoly ſince Mr. Haſtings propoſed, and the Board at his Inſtance reſolved, to transfer the Management of it from the Patna Council to the Eaſt India Company, down to the preſent Time?

A. From 1773-4 to 1790-1, which is the lateſt Period to which the Accounts are received, it is 1,277,000 l.

Q. Does any Part of the Adventure ſpoken of reſpecting the Nonſuch and Betſey, apply at all to any of the Opium delivered by Mr. Sulivan, or under his Contract?

A. None at all.

Q. What was the total Amount of the Profit or Loſs to the Company upon the Opium during the Four Years of Mr. Sulivan's Contract, from the Year 1781 to 1785?
A. 211,000 l. Profit to the Company, reckoning the Current Rupee at Two Shillings?

Q. Does this Commodity ſtill continue to be managed under a Monopoly?
A. It does.

Q. Do you find upon the Conſultations any Inſtance of this Commodity being granted ſubſequent to the Year 1775, upon a Contract for a ſingle Year—for One Year only?
A. I believe Mr. McKenzie had another Year given to his Original Contract for Three Years.

Q. Independant of that, is there any other Inſtance?
A. No other Inſtance.

Croſs-examined by the Managers for the Commons.

Q. Have you in your Account of the Charges of Opium included the Value of the Intereſt of the Money borrowed to make Advances to the Contractors?
A. I don't recollect, except as to the Adventure of the Betſey; there was an Intereſt paid on the Certificates returned on that Account.

Q. Do you recollect that a Sum of Money was borrowed upon Intereſt, in order to make an Advance to the Contractor for the Supply of Opium?
A. I do not recollect the Circumſtance.

Q. Do you not recollect 200,000 l. or thereabouts, was borrowed, Part of which was ſo applied?
A. I think the Sum of Ten Lacks was raiſed in Bengal upon each of the Adventures, for One of which Sums of Ten Lacks, Bills were drawn from Canton on the Court of Directors.

Q. Have you calculated, in the Charges upon the Opium, the Intereſt of the Money ſo borrowed, ſo far as it was advanced to the Contractors?
A. No, I have not.

Q. Have you calculated the 2½ per Cent. Allowance made to the Contractors?
A. I have.

Q. Have you included in the Charges, the Allowance that was made to the Sales-Maſter on having the Sale of Opium taken out of his Hands?
A. I have. I preſume it is meant on the Adventure to China.

Q. The Queſtion means on the Adventure to China?
A. The Allowance made to the Vendue Maſter is included.

Q. Whether, in the hypothetical Profits of the Adventure, you have included the Inſurance?
A. No Allowance of that Kind is made.

Q. Do you know that in Fact any ſuch Inſurance was made?
A. I do not know if it was, or not.

Q. Have you calculated in the Charges the Armament of theſe Veſſels that was made at Madras?
A. No.

Q. Do you know what that Opium might have been ſold for at Calcutta, free of thoſe Charges and Riſks?
A. I cannot ſtate that from Recollection.

Q. Do you recollect what Reaſons were given for taking the Sale out of the Hands of the old Salesmaſter, ſo as to occaſion his Demand of a Profit for the Loſs of what he might have had upon the Sale?
A. I think the Ground of the Vendue Maſter's Application was in Conſequence of the Opium being ſent to the Eaſtward and to China: I ſpeak only from Recollection.

Q. The Queſtion is not what the Salesmaſter's Reaſons were, but what Reaſons were given for taking it out of the Hands of the Vendue Maſter?
A. I do not recollect any other than the ſending of it to China.

Q. Can you aſcertain what Time this Opium was brought to the Advantage of the Company, —what Year?
A. In the Courſe of the Year 1782 or 1783; I think the Sales in Canton were made in the latter End of the Year 1782.

Q. Do you recollect what Time Mr. Haſtings came to the Preſidency of the Council at Madras?

A. No, I do not.

Q. Was it not about the Year 1772.—The Queſtion means the Bengal Preſidency?

A. In April 1772.

Q. Do you recollect, on looking over the Eaſt India Company's Accounts, any Reaſons aſſigned why this was not brought to the Profit of the Company from 1772 to 1782?

A. The Profit I have been ſpeaking of, is that on the Opium ſent by the Nonſuch in 1781,—I imagine that is what is alluded to by the Queſtion.

Q. Do you know at what Period it happened that this Buſineſs of Opium was brought to the Company's Advantage, and taken out of the Hands of the Council at Patna, for whoſe Advantage it had been before employed?

A. In the Year 1773-4.

Q. What was the Profit on that Year?

A. About 47,000l. but that Profit was taken in part upon ſome Cheſts of Opium ſent to the new Settlement of Balambangan;—the Produce of it there I am not able to aſcertain.

Q. Then, the Opium began to be profitable to the Company in that Year?

A. Yes, in the Year 1773-4.

Q. What was the Profit in the next Year?

A. 42,800 l.

Q. In the Year 1775?

A. 13,767 l.

Q. The next Year, 1776?

A. 21,000 l.

Q. The next Year?

A. 1777-8, 18,000l. 1778-9, 54,000 l. 1779-80, a Loſs of 23,460 l. owing to the Capture of the Ship.

Q. The Years after?

A. In 1780-1, it was 44,000 l. 1781-2, 45,000 l. all Profit.

Q. Whether Mr. Haſtings was not Preſident or Governor during the Whole of that Period of Time?

A. Certainly.

Q. What was the Profit the firſt Year of Mr. Sulivan's Contract?

A. The laſt Sum mentioned was 45,000l. in 1782-3, 62,000 l. 1783-4, 59,695 l. 1784-5, 44,405 l.—that ended Mr. Sulivan's Contract.

Q. During the Period of Mr. Sulivan's Contract, is that a clear Profit over and above all the Charges that have juſt now been mentioned?

A. The prime Coſt, and the Charges of every Kind, except Inſurance and Intereſt of Money, which have been mentioned, are deducted from the Sales to produce the Profit I have ſtated.

Q. Then, at what Period of Time did Mr. Haſtings's Government expire?

A. I think it was the latter End of January 1785.

Q. What was the Produce of the Profit of Opium to the Company, after the Expiration of Mr. Sulivan's Contract and of Mr. Haſtings's Government, in each Year?

A. In 1785-6, 118,380l. in 1786-7, 132,670 l. in 1787-8, 135,216l. 1788-9, 148,173 l. 1789-90, 154,461 l. 1790-91, the laſt Year, 159,100 l.

Q. Have you calculated the Profits upon an equal Number of Years during the Time Mr. Haſtings continued Governor, with that which has happened ſince Mr. Haſtings ceaſed to be Governor?

A. I have made no ſuch Calculation.

Q. Whether the Contracts ſubſequent to Mr. Sulivan's Time have had all of them the ſame Clauſes as Mr. Sulivan's had?

A. I really don't recollect ever reading the Contracts.

Q. Whether, or no, Mr. Sulivan's Contract had ever been publicly advertiſed before it was given to Mr. Sulivan?

A. I think it appears upon the Proceedings it was not.

Q. What was the total Amount of the Profit or Loſs to the Company upon the Opium during the Four Years of Mr. Sulivan's Contract, from the Year 1781 to 1785?
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A. It does.

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A. I believe Mr. M'Kenzie had another Year given to his Original Contract for Three Years.

Q. Independant of that, is there any other Inſtance?
A. No other Inſtance.

Croſs-examined by the Managers for the Commons.

Q. Have you in your Account of the Charges of Opium included the Value of the Intereſt of the Money borrowed to make Advances to the Contractors?
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Q. Do you know at what Period it happened that this Buſineſs of Opium was brought to the Company's Advantage, and taken out of the Hands of the Council at Patna, for whoſe Advantage it had been before employed?
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Q. Have you calculated the Profits upon an equal Number of Years during the Time Mr. Haſtings continued Governor, with that which has happened ſince Mr. Haſtings ceaſed to be Governor?
A. I have made no ſuch Calculation.

Q. Whether the Contracts ſubſequent to Mr. Sulivan's Time have had all of them the ſame Clauſes as Mr. Sulivan's had?
A. I really don't recollect ever reading the Contracts.

Q. Whether, or no, Mr. Sulivan's Contract had ever been publicly advertiſed before it was given to Mr. Sulivan?
A. I think it appears upon the Proceedings it was not.

Witneſs re-examined by the Counſel.

Q. Whether any Opium from another Country has been brought under the Management of the Company in the latter Years you have ſpoken of, and added to what was before?

A. In the Year 1786, there was a certain Quantity contracted for from Banares; I believe about 500 Cheſts a Year.

Q. Did that form a Part of the Supply of the preceding Years?

A. Not that I know of; the Two Deſcriptions of Opium uſually furniſhed before that Period were the Bahar and the Bengal.

Q. You have ſpoken of a Sum of 23,000 l. loſt in one of the Years, at how much do you calculate the Dollar in aſcertaining that Loſs?

A. This Calculation is made from the Bengal Accounts, in Current Rupees, without any Reference to that.

Q. (*by Managers*) What Time was it that the new Contract for the Banares Opium was made?

A. Some Time, I believe, in 1785 or 1786.

Q. Is it included in the general Contract, or not?

A. I think it was a ſeparate Contract.

Q. Is it included in the Sum of the Profits of the Opium you have ſtated?

A. It is in the Profits I have ſtated.

Q. Do you know how the Banares Opium was diſpoſed of, previous to the Contract in 1785 or 1786?

A. I do not know.

Q. Do you know whether it was in any way brought to the public Service?

A. I think not.

Q. Whether Mr. Haſtings did not regulate the Banares Opium in the Year 1781?

A. I take it it appears upon the Records, Mr. Haſtings did make ſome Regulations in 1781 about it.

Q. Do you recollect whether this Opium formed any Part of thoſe Regulations as brought to the Profit of the Company or the new Rajah, Mehipnarain?

A. I don't remember at all; it is ſome Time ſince I looked into the Proceedings.

Q. Then, you know nothing at all of what became of the Quantity of Opium eſtimated at 500 Cheſts, during the Government of Mr. Haſtings?

A. No, I do not.

Q. How much had the Contract *ad idem* been ſince that, comprehending the ſame Articles of Sulivan's Contract,—whether or no you recollect what that was Net ſince that Period, independent of the Banares Opium?

A. I have not the Accounts here to ſhew—this is only a general Profit upon the whole of the Opium ſold.

Q. Do you know what Rate or Proportion of Goodneſs the Banares Opium bears to the Patna Opium?

A. I do not.

Q. Are you quite ſure that Mr. Sulivan had nothing to do with any Dealing in the Banares Opium?

A. I do not know any otherwiſe, than as it appears from the Company's Books, that Bahar and Bengal Opium were the only Sorts.

Q. Do you know whether or no Mr. Sulivan was the Perſon that did ſupply it?

A. It is ſaid on the Books to be ſupplied by him.

Q. Does it appear, upon the Company's Books and Correſpondence, that Mr. Sulivan did in fact ſo ſupply the Opium?

The Queſtion was ordered to be read by the Clerk.

Then the Houſe adjourned to the Chamber of Parliament.

The Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor ſaid,

" Gentlemen, Managers for the Houſe of Commons, and you Gentlemen who are of Counſel for the Defendant, I am commanded by the Houſe to acquaint you, that it is not competent for the Managers for the Commons to aſk the Witneſs, " Whether it appears on the Company's Books and Correſpondence that Mr. Sulivan did in fact ſo ſupply the Opium ?"

The Witneſs was directed to withdraw.

Read, from Book 211, the following Extract of a Letter from the Court of Directors to the Board at Calcutta, dated the 16th March 1784.

" We deſire you will eſpecially attend to the Means of making ſuch Remittances to China as may, as far as poſſible, prevent any Drafts from thence. We are well aware that there is ſome Difficulty herein, which muſt be obviated according to Circumſtances on the Spot, and by Means, which cannot be directed from hence, but we truſt that with the Advantage of the Trade in Opium, and other Commodities of India to the Eaſtern Iſlands, you will find it very practicable to accompliſh this deſirable Purpoſe, without any great or conſtant Drain of Specie from Bengal, which ought, as far as poſſible, in all Caſes to be avoided.

(Signed at the End of the Letter)

" London,
16th March 1784.

" Joſeph Sparkes,
J. Smith,
Jacob Boſanquet,
Tho^s Parry,
George Tatem,
Lionel Darell,
R^d Hall,
Nath^l Smith,
W. Devaynes,
John Roberts,
L. Sulivan,
W. Benſley,
John Hunter,
John Michie."

The Counſel for the Defendant ſtated, That the next Subject of the Article was, the Contract made for the Supply of Bullocks for the Army in the Year 1779; the Firſt Point of which was, 'that the old Contract was diſſolved without any Complaint upon the Part of the Army of its Inadequacy to the regular Supply.'

To prove therefore directly the contrary, they ſhould proceed to ſhew, that a Complaint was made, namely, by the Commander in Chief, of the total Inadequacy of the former Contract:

For which Purpoſe they ſhould firſt refer to a Conſultation of the 15th of July 1779, in the printed Minutes of Evidence, Page 1345; and alſo to a Letter from the Court of Directors to the Board at Bengal, dated 11th April 1781, in the printed Minutes of Evidence, Page 1372, both referring to a Letter from General Stibbert of the 22d Auguſt 1778. That the Purpoſe of the above References was to ſhew that, from the Blank left for it, though it was not inſerted on the Conſultation, the laſt mentioned Letter of the 22d of Auguſt 1778, probably did exiſt: But as it was not to be found at the India Houſe, they ſhould offer the next beſt Evidence of it, namely, a Copy.

The Managers for the Commons objected to the Evidence.

The Counſel for the Defendant were heard in Anſwer to the Objection.

The Managers for the Commons waived their Objection.

Read, by Conſent, from a Copy printed by the Houſe of Commons, the following Paper.

" Extract of a Letter from Brigadier General Stibbert, to the Honourable Governor General and Council, dated 22d Auguſt 1778.

" With reſpect to the Bullocks of the Army, I am afraid it is impoſſible that the Company ſhould ever be furniſhed with ſuch as are fit for the Service, at the very low Rates that are now given for them; which it is well known are not ſufficient for the Contractor to provide good ones, and feed them properly, without being a conſiderable Loſer by his Contract: The Conſequence is, that the Army is always ſupplied with bad Cattle, (at leaſt not with ſuch as the Importance of the Service they are entertained for requires), which are as badly fed; and this muſt always continue to be the Caſe, till Government is pleaſed to take the Matter into Conſideration, and allow ſomething more for the Proviſion of them, and till the Contractors are tied up by ſuch Penalties and Forfeitures as will oblige them to fulfil the Articles of their Contracts.—Another Reaſon why the Company have for ſome Years paſt been ſo ill ſerved in the Bullock Contract, has been giving it away at the Expiration of every Twelvemonth, for the Term of one Year only, which is too ſhort a Time for any Contractor to hold it, ſo as to do Juſtice to his Engagements. Accordingly, inſtead of taking the neceſſary Meaſures for procuring Supplies of good Cattle, and for laying in Magazines of Grain for their Support, from the Countries where they could be beſt or cheapeſt had (which it cannot be expected any Contractor will do, when he is liable to loſe his Contract in a few Months, and does not know that his Succeſſor will take them off his Hands), it has been too much the Practice to truſt to getting both from the Bazars, and Diſtricts where they have been immediately wanted. The Diſadvantages, and often Diſtreſſes, which this muſt occaſion to the Service, are too evident.—The Cauſe of theſe may however be ſaid to be now removed, by the preſent Contract being granted for Three Years; but that alone, I am perſuaded, will be found not ſufficient to remedy our having bad Bullocks, which nothing can effectually do but encreaſing the Rates given for them. The Executor of the deceaſed Contractor, I am told, though I have no Authority to ſay it from himſelf, is ſo ſenſible of the Diſadvantages and Trouble of this Part of his late Brother's Contract, that he would readily give it up to any Perſon who would take it off his Hands; in which Caſe, I think it would be very proper to have it ſeparated from the Victualling Contract, and given to ſome active Perſon who has Time and Leiſure to attend to the proper Management of it.

"Should the Board, from what I have here repreſented, think it expedient to allow an higher Sum for the Proviſion of the Bullocks, I would adviſe that a Standard ſhould be fixed for the Size of them, under which none ſhould be admitted, and that were not ſtrong and bony, free from Defects, and in all Reſpects fitting for the Service; that none alſo ſhould be admitted under or above a preſcribed Age; and that, previous to their being received and muſtered at the Stations where they are required, they ſhall be examined by the Commanding Officer, the Officer commanding the Artillery, the Aſſiſtant Quarter Maſter General, and Commiſſary of Muſters, and all ſuch as do not anſwer to thoſe Particulars rejected.—That thoſe received into the Service ſhall, at the Time of Examination, have the Company's Mark put upon them; and that the Contractor ſhall incur a Penalty for marking any Bullock, or any Perſon doing it for him, for the Uſe of the Army, without Authority.—That a Survey ſhall be taken regularly every Three Months of the State of all the Bullocks, at the different Stations of the Army, by the ſame Officers, and all that may be found unfit for Service diſcharged.—That Reports of theſe Surveys, and of the Inſpection of all that are received and marked for the Service, ſhall be tranſmitted to the Commander in Chief, and a Copy of the ſame to the Quarter Maſter General, to be lodged in his Office.—Theſe Meaſures adopted, I think will ſecure the Proviſion of ſtrong and able Bullocks for the Service; at leaſt, I know of no other ſo likely to do it.

"That they may always be well fed, and in good Condition to perform the Services required of them, the Contractor ſhould be obliged by his Contract to give the Draft Cattle Two Seers and an Half, and the Carriage Two Seers of Grain each per Day; and when Graſs and Forage is ſcarce, ſuch a further Quantity, not exceeding Three Seers and an Half to the Draft and Three Seers to the Carriage, as it may be found neceſſary for the Commanding Officer of the Station where they are kept to direct. At preſent the Allowance given by the Contractor to the Draft Cattle is Two Seers, and to the Carriage One Seer; which, when Graſs and Forage are very plenty, and they are not worked, might be ſufficient; but at other Times, and when they are wrought, it is evidently not ſo; and if the Bullocks are once allowed to fall off in Fleſh, and get poor, from a Shortneſs of Food, it takes ſome Months to recover them, and the Service muſt on ſuch Occaſions, when they are wanted, ſuffer from it. But this would not be felt ſo much as what it is at particular Seaſons, were the Cattle to get regularly the Quantity of Grain the Contractors have made it a Rule to fix as their daily Allowance; which, from the plundering of the Banians and their Underlings, all of whom muſt have a Feeling out of them, it is very certain they do not. By the Contractors being obliged by the Articles of their Contracts to give the Draft Bullocks as far as Three and an Half Seers, and the Carriage as far as Three Seers, of Grain per Day each, whenever they fall off in Fleſh, and it may be found neceſſary for the Commanding Officer of the Troops to order it, to keep them in good Condition, it will become their immediate Intereſt, when they know they are liable to ſuffer from not doing it, to look better after their People than they now do, and ſee that the Cattle are taken proper Care of, and not defrauded of their due Allowance. Indeed this Buſineſs is too much left at preſent to Banians, who, Nobody I believe can doubt, will make every Advantage of it that their Arts can contrive, and point out to them, and that lies in their Power. But beſides the Intereſt which the Contractor is hereby made to have in taking Care that the Cattle are properly looked after and fed, it will be neceſſary that the Company ſhould allow 20 or 25 Rupees per Month to a good Serjeant of each of the Brigades to overſee them, under the Direction of the Commanding Officer of Artillery, where there are Artillery

Corps. This or ſome adequate Allowance not being made to theſe Men, for their Trouble, they will take it from the Banians; which muſt entirely deſtroy the Intent of their Appointment.

“ I have thought it neceſſary to make theſe Obſervations to the Board reſpecting the Bullocks, which, as no Movement of the Forces can ever be made without them, claim, in my Opinion, a very ſerious Attention.

“ I have the Honour to ſubſcribe myſelf,
Honourable Sir, and Sirs,
Your moſt obedient,
and very humble Servant,
(Signed) “ G. Stibbert.”

“ Fort William,
22d Auguſt 1778.

To ſhew, that the Attention of the Board was, at the Period mentioned in the Article, particularly drawn to the bad State of the Bullocks,

Read, from Book 597, the following Extract of a Conſultation of the 14th March 1779, beginning at Page 138, of the firſt Series of paging of the ſame Book.

“ Fort William, the 14th March 1779.

“ Proceedings of the Governor General and Council in their Military Department. Military Dept.

“ Read a Letter from General Stibbert, dated 26th of February 1779.

“ To the Honble. Warren Haſtings Eſquire, Governor General, and Council.

“ Gentlemen,

“ I am ſorry to ſay that the Bullocks employed for the Uſe of the Train at this Station, are as bad as they can well be, and ſhould the Troops be ordered to move, great Inconveniencies muſt ariſe from it. But as I have already given my Sentiments very fully to the Board concerning this Part of the Service, I muſt beg Leave, inſtead of making any further Remarks thereon, to refer them to my Letters on this particular Subject. There having been hitherto a greater Number kept up than is allowed to a Train in the Field, I ſhall order all above that Complement, and thoſe that are the worſt, to be immediately diſcharged.

“ I have the Honour to ſubſcribe myſelf with Reſpect,
Gentlemen,
Your moſt obedient humble Servant,
G. Stibbert.”

“ Head Quarters at Futty Gurr,
26th February 1779.

(No Signatures at the End of the Conſultation.)

To ſhew that a further Repreſentation was made by the Provincial Commander in Chief, of the bad Condition of the Draft and Carriage Bullocks, and of the Neceſſity for the Board's coming to a ſpeedy Reſolution for the better Supply of the Army with Cattle,

Read, from Book 433, the following Extract of the Proceedings of the Board of Inſpection, of the 22d July 1779.

“ Fort William, the 22d July 1779.

At a Board of Inſpection; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
Philip Francis, and Edward Wheler, Eſquires.
Mr. Barwell, and Lieutenant General Sir Eyre Coote, abſent.

“ Read the following Letters and Incloſures from Brigadier Stibbert.

“ To the Honble. Warren Haſtings Eſquire, Governor General, &c. Members of the Board of Inſpection.

“ Gentlemen,

“ In my Letter of the 20th February, I informed the Board of the bad Condition of the Draught and Carriage Bullocks, allotted for the Service of the Train and Magazine, at this Station. Upon the Orders of Government arriving with me for the Troops to quit their Cantonments, and move into the Field, I ordered them to be ſurveyed, and a Report made to me of their exact State. A Copy of this Survey Report, No. 3, the Board will receive herewith, and readily ſee the Neceſſity of coming to ſome ſpeedy Reſolution for having the Army better ſupplied with theſe Cattle. In the mean Time, that the Service may not ſuffer, I have directed the Contractor's Agent here to purchaſe immediately as many good Bullocks as he can, to exchange the bad Ones with; but as this is not a Part of the Country to provide them in, and as they are very dear here, I am afraid it may be ſome Time before he can complete this Buſineſs. I have further to acquaint the Board, that in order to have them as fit for Service as poſſible, I have directed each Bullock to have Two Seer and a Half of Grain per Diem, while the Troops lay ſtill, and Three Seer in Caſe of marching.

(Signed at the End of the Letter)
"G. Stibbert."

(And at the End of the Conſultation)
"Warren Haſtings,
P. Francis,
Edw^d Wheler."

Read alſo, a further Extract from the ſame Book, and the ſame Proceedings.

"Practice Ground, March 15, 1779.

"No. 3. Examined the Contractors Train and Carriage Bullocks conformable to General Orders.

"Preſent.——Lieut. Colonel Wilding, Commanding the Temporary Brigade,
Major Patrick Duff, commanding the Artillery,
Lieut. Lawrence Gall, Aſſ^t Q^r M^r General.

"Found only Seventy-eight Draught Bullocks fit for Service. The Remainder are not of Size proper for the Artillery Service, and moſt of them in a very bad Condition.

"The Carriage Bullocks are all of them unfit for Service, being too ſmall, and in very bad Order.

(Signed) "B. Wilding,
L^t Col^l."

To ſhew what was the Repreſentation made by Major Camac at the ſame Time, upon the ſame Subject,

Read, from Book 694, the following Extract of a Secret Conſultation of the 1ſt April 1779, beginning at Page 311 of the ſame Book.

"At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
Richard Barwell, }
Philip Francis, } Eſquires.
Edward Wheler, }
Lieut. General Sir Eyre Coote K. B.

"Read, the following Letter from Major Camac.

"Honble. Sir, and Sirs,

"Our March was delayed much by the Badneſs of the Carriage Bullocks, as we got only Seventy from Burdwan, which were preferrable to thoſe brought from Calcutta, all the good ones belonging to the former Place being either ſent out of the Way or hid; with this, and the Deſertion of the Drivers, the Magazine was ſtrewed on the Roads, and could never have been got on with, was it not for the Activity of Captain Mayaffre, and Sixty Sepoys placed with him, who were obliged to act the Part of Drivers.

(Signed at the End of the Letter)

"Camp at Corombah in Chullah Nagpore,
11th March 1779.
"Jacob Camac."

(And at the End of the Conſultation)
"Warren Haſtings,
Richard Barwell,
P. Francis."

The Counſel for the Defendant ſtated, they ſhould next proceed to ſhew, that the Subject of the Bullock Contract was brought before the Board by Sir Eyre Coote in the Month of July 1779, and that the Contract was made upon the Baſis and Foundation of the Regulations brought forward by him, in his Capacity of Commander in Chief of the whole Army; for which Purpoſe they ſhould refer to the Minute of Sir Eyre Coote in the printed Evidence, Page 1345; to which they would add, the Regulations thereunto ſubjoined, omitted by the Managers for the Commons.

Read, from Book 597, the following Extract of a Conſultation of the 15th July 1779, beginning at Page 65 of the ſame Book.

" Military Department, Fort William, 15th July 1779.

" Proceedings of the Governor General and Council, dated as above.

" At a Conſultation; Preſent,
The Honble. Warren Haſtings Eſq. Governor General, Preſident;
Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires.
Not preſent, Sir Eyre Coote.

" 1ſt. The Contractor ſhall engage, that within Six Months from the ſigning of the Contract, he ſhall have in Readineſs 4,000 Draft and 2,700 Carriage Bullocks at the different Places where the Artillery Train Bullocks are now ſtationed, or ſuch as ſhall be pointed out by the Commander in Chief; they ſhall, at the Expiration of that Period, be muſtered and examined whether fit for Service, and of the Standard Size and Age as ſhall hereafter be deſcribed. Should he not have the Number above-mentioned ready within the ſtipulated Time, he ſhall forfeit S. R. 10 per Head of every deficient Bullock.

Page 65. Sir Eyre Coote, 2d Minute by, on Emendations of the Bullock Contract.

" 2d. No Cattle ſhall be received as fit for Service under $12\frac{1}{2}$ Hands, or 50 Inches high, and under 4 Years Growth, or above 6 Years Growth, nor continued after 12 Years old.

" Each Carriage Bullock to bear 160lbs. Weight, excluſive of his Pad; and the following Numbers to be allowed for the Draught of Ordnance.

24 Pounders	24
18	18
12	12
6	6
3	4
8 Inch Howitzer	14
$5\frac{1}{2}$	10
$4\frac{2}{5}$	6
Waggon	14
Tumbul	10

This is calculated from the Weight of the Whole actually taken at 8 Maunds ℘ Pair, and the leaſt Number without Fractions.

" 3d. That the Commanding Officer of Artillery, and the Commanding Officer of Trains under the Commanders of the Brigades, be made Inſpectors General of all the Bullocks received into the Service, that they may be placed under their Charge; and that they be reſponſible that none but proper Cattle be received; and that they report, from Time to Time, to the Commander in Chief, whether they are fit for Service; and if they are not, they ſhall be inſpected by Three Perſons; One on Behalf of the Commander in Chief, One on Behalf of the Commanding Officer of the Train, and One on Behalf of the Contractor. If by theſe Inſpectors they are condemned, they ſhall be immediately thrown upon the Hands of the Contractor, who ſhall be obliged to furniſh others in lieu of thoſe within Twenty Days after they have been rejected, under the Penalty hereafter mentioned. (Vide Art. 12.)

" 4th. * Each Bullock be allowed 3 Seers of Grain ℘ Diem, and a proper Quantity of other dry Fodder, and 4 Seer of Grain ℘ Day on marching Days, 3 in halting Days, and 5 Seers of Straw or Graſs; and the Contractor ſhall incur a Penalty of Three Times the actual Bazar Price of every Seer of Grain ſupplied deficient of the ſtipulated Quantity.

* Sic in Orig.

" 5th. That a diſcretionary Power be granted to all Officers upon Command, to give Orders for an Increaſe of Food ℘ Head, for ſo many Days; which Order ſhall be given in Writing to the Contractor's Agent, that it may be his Voucher for the extra Supply to be drawn for, agreeably to the Quantity which ſuch Voucher ſhall ſpecify, at the Rate hereafter mentioned.

" 6th. That the Contractor ſhall keep 1 Keeper or Driver to each Pair of Bullocks, whether Draft or Carriage, and for loading the Bullocks.

" 7th. That the Drivers be muſtered, and a Return made of them, with the Bullocks, and a Sirdar to every 6 Drivers to keep them in Order, and to their Duty.

" 8th. That the Drivers have each a Pair of Shoes, a blue Turban and blue Commerband, and a Staff, with 6 Cubits of Rope, to be found by the Contractor, all agreeable to a Pattern to be approved of by the Commanding Officer of Artillery.

" 9th. That the regular Pay of each Driver be 5 S. R. ℘ Month, and that each Driver be paid 4 S. R. ℘ Month upon the Field, in Preſence of the Perſon appointed by the Commanding Officer of Artillery, or the Commanding Officers of Trains, by the Contractor, and the remaining 1 Rupee to be withheld by the Contractor, to furniſh them every Three Months with 1 of each of the above Articles of Accoutrement.

" 10th. That when the Cattle are muſtered, the Draft ſhall be provided with Bridles and Picket Ropes, the Carriage Cattle with Pads, Bridles, and Picket Ropes, agreeable to Muſter, to be approved of by the Commanding Officer of Artillery.

" 11th. Nothing but Loſſes from forced Marches and overloading ſhall be repaid to the Contractor; that is to ſay, ſuch Cattle as drop down and die on the Road during the March. A forced March is underſtood to be any Diſtance exceeding 8 Coſs in 24 Hours; and Overloading is underſtood to be any Weight above that ſtipulated in Article 2. viz^{t} 160 lb.

" 12th. That the Contractor ſhall be obliged to replace every Bullock diſcharged, dead, ſtolen, killed, or taken by the Enemy; viz^{t}. Any Number not exceeding 12 in 1 Hour upon Service, and in 6 Hours in fixed Stations, under a Penalty of — S^{a} R^{s} 1000

Do.	—	24 in 12 Hours	—	Do.
Do.	—	40 in 2 Days	—	500
Do.	—	60 in 4 Days	—	Do.
Do.	—	100 in 6 Days	—	Do.
Do.	—	200 in 8 Days	—	Do.

" 13th. That the Cattle, when found conformable to the ſtipulated Age, Strength, and Size, and received as fit for Service, be marked, in Preſence of an Officer of Artillery whom the Commanding Officer may appoint, with the Company's Mark, and with a Letter to denote the Year they are received into the Service, and a Figure for their Age.

" 14th. Bullocks loaded with Grain for the feeding of the Company's Bullocks, or Carriages loaded with it, ſhall be allowed to attend the Army, and be furniſhed, in Caſes of Danger, with an Eſcort, of which the Commanding Officer is the Judge.

" 15th. The Number of 4,000 Draft and 2,700 Carriage Bullocks, being the Eſtabliſhment required, ſhall be kept in Pay during the Term of the Contract; but ſhould any Increaſe be required, Notice thereof ſhall be given to the Contractor, and he ſhall be obliged to ſupply the extra Bullocks in the following Manner:

Any Number not exceeding	200	within	6 Weeks;
Do. —	500	—	2 Months;
Do. —	800	—	3 Months;
Do. —	1600	—	4 Months;

after the Notice ſhall have been delivered to him, under the Penalty of the Value of each deficient Bullock, rated at 16 S^{a} R^{s} ⅌ Head; and for any extra Number of Bullocks ſupplied by the Contractor, he ſhall be allowed a Bounty of S^{a} R^{s} 10 ⅌ Head.

" 16th. The Contractor's Bills ſhall be ſigned by the Commanding Officer of Artillery, and counter-ſigned by the Commanding Officer of the Corps or Station to which they are attached, if of ſuperior Rank, and ſhall be certified to be agreeable to Contract, with Remarks and Exceptions, if any, within 4 Days after the Muſter; which Vouchers, after paſſing through the Commiſſary General's Office, where they ſhall not lay above 8 Days, the Amount certified thereupon to be due by him,* which ſhall be paid, on Preſentation, by the Military Paymaſter. * Sic in Orig.

" 17th. To enable the Contractor to comply with theſe Conditions, he ſhall be allowed as follows:

" For every common Driver, muſtered with the Dreſs and Accoutrements as ſhall hereafter be deſcribed, S^{a} R^{s} 5 0 0

And 6 S^{a} R^{s} for each Sirdar Driver.

For Ropes and Pads of each Bullock, Draft and Carriage taken together —	S^{a} R^{s} 1 0 0
For 3 Seers of Grain per Day, or 2 Maunds 10 Seers ⅌ Month, for each Bullock, whether Draft or Carriage, 24 Seers calculated for each Rupee, is (When on marching Days the Cattle are allowed an extra Quantity of Grain, the Contractors are to be paid for it after the Rate above mentioned.)	S^{a} R^{s} 3 12 0
For all Loſſes by the Enemy, Death, Rejection, &c. — —	S^{a} R^{s} 1 0 0
All which makes together, excluſive of the Driver, for each Bullock ⅌ Month,	S^{a} R^{s} 5 12 0

Being for the Bullock Furniture, Food, and Inſurance, excluſive of the Driver, to One Pair of Draft Bullocks, and One Pair of Carriage Bullocks.

" 18th. The Contract to be continued for Five Years from the   At the Expiration of Four Years after ſigning the Contract, ſhould the Governor General and Council not give Notice of their Intentions of diſcontinuing it, then it ſhall remain on the ſame Footing for One Year longer, that is to ſay, for Six Years from the Date of the Contract; or ſhould they think proper to continue it on a reduced Number, ſuppoſe Half, then Six Months previous Notice to be given.

" 19th. That the Contractor may be enabled to ſupply himſelf with a proper Stock of Cattle, he ſhall have an Advance made to him from the Public Treaſuries when he may require it, equal to Three-fourths of the Value of his Stock, upon his giving good Security for the Amount advanced him.

" 20th. That a Spot of Ground be allotted to the Contractor within 15 Miles of the Preſidency, for the Purpoſe of keeping ſuch a Stock of Cattle as may be neceſſary for ſupplying Deficiencies which may happen.

" The Contractor ſhall not hire or employ any Cattle the Property of Officers Civil or Military, under a Penalty of 50 S^{a} R^{s} per Head for every one ſo employed.

" That the Contractor do provide and keep in order Six Breaking-in Carriages for each Brigade, for the Purpoſe of training the Draft Bullocks; and for the due maintaining the Draft and Carriage Cattle in proper Order and Readineſs for Service; and that he be allowed Sicca Rupees 300 ℘ Annum for each Breaking-in Carriage.

" It is further ſtipulated, That the Draft Bullocks of every Brigade when not in Service (Standing Camps not excepted) ſhall, Twice in the Week, perform a March of Six Coſs with theſe Carriages loaded as in Service, attended with the Drivers and Sirdar; that is to ſay, Six Coſs within Eight Hours in the dry Weather from December to 1ſt June, and Ten in the Rains; and under the Inſpection of a Commiſſioned Officer of Artillery: In like Manner ſhall the Carriage Bullocks be harneſſed and loaded with the ſtipulated Burthen, and march Twice in the Week, and Report of their Performance made to the Commanding Officer, who ſhall, in the Monthly Review Roll, inſert or tack this Report, with ſuch other Remarks as he ſhall judge neceſſary for the Information of the Commiſſary General, for the effectual controuling this Contract.

" And it is further ſtipulated, That every Draft and Carriage Bullock which ſhall be found inſufficient to perform this March as above ſpecified, only Half Pay ſhall be drawn for ſuch Bullock for that Month by the Contractor, although ſuch Bullocks may be of the proper Standard and Age, and in good Order: Should any Diſpute ariſe with reſpect to the Sufficiency or Inſufficiency of the Bullocks, it ſhall be ſettled by Three Inſpectors, as ſtipulated in Article the 4th.

" And it is further ſtipulated, That the Contractor ſhall be allowed Three Months to train and form his Cattle. From the Beginning of the Contract this Clauſe ſhall become in Force.

" Copy of this Contract to be lodged with the Commanding Officer of Artillery, and the Colonels commanding Brigades. (a)

(No Signature at the End of the Conſultation.)

The Counſel for the Defendant ſtated, that in Anſwer to the next Matter of the Charge, viz. that the Number and Rate of the Bullocks was improper, and exceeded that which the Commander in Chief had declared ſufficient for the whole Army, they ſhould proceed to ſhew, that the Number of Bullocks contracted for was that which the Commander in Chief ſtated to be neceſſary; for which Purpoſe they would firſt refer to the Regulations contained in the Document laſt read N° 1 and 15.

To ſhew, that the above-mentioned Regulations had received the joint Recommendation of the Provincial Commander in Chief, and of the Commanding Officer of Artillery; the Counſel for the Defendant ſtated, they ſhould refer to the Conſultation of the 15th July 1779, in the printed Minutes of Evidence, Page 1346; and as to the Rate of Payment, they ſhould refer to the ſame Regulations to ſhew, that it was in all Reſpects conformable to what the ſeveral Officers above-mentioned had determined to be neceſſary for the Good of the Service.

Then the Counſel for the Defendant requeſted, that ſo much of the Evidence of Colonel Duff, adduced on the Part of the Proſecution, as related to the Article of the Bullock Contract, together with the Evidence given by him on the Croſs-Examination, might be here entered.

The ſame is as follows:

' Q. (b) Whether it did fall peculiarly within your Department as an Artillery Officer to obſerve the Cattle, the Bullocks that were employed in drawing the Artillery?
' A. It did.

' Q. Was you in that Service during the Period of Mr. Croft's Contract in the Year 1779?
' A. I was during the greateſt Part of it, but not the Whole; I cannot ſay exactly, but I know I was during the greateſt Part of it.

' Q. Did you ſee the Bullocks that were ſupplied under that Contract by the Contractor?
' A. I did, I muſtered them, as it was my Duty, every Month.

' Q. Have you read that Contract, and the Regulations introduced into it?
' A. I have often.

' Q. Whether, from your own Knowledge upon this Subject, and your Experience, thoſe Regulations are adapted to promote the Good of the Service, or otherwiſe?
' A. The Regulations I think are calculated to promote the Good of the Artillery Service, and I think further, that they had that Effect by producing better Cattle for the public Service than ever I ſaw before or ſince that Period.

(a) Vide ſupra, Appendix, N° CXC.

(b) Vide ſupra, Page 1972.

‘ Q. Do you remember the Number propoſed to be furniſhed by that Contract?
‘ A. Not exactly, I cannot carry it in my Mind.

‘ Q. The Number was 6,700?
‘ A. I believe it was thereabout, but I cannot charge my Memory.

‘ Q. Whether, conſidering the Nature of the Service, and the Period at which that Contract was made, that was an exceſſive Number, or a proper Number?
‘ A. I conſidered it to be of ſuch eſſential Service to the Operations of an Army, that it was highly proper and incumbent upon Government to ſupply a proper Quantity of proper Cattle to anſwer any Contingency that might happen.

‘ Q. Do you conceive that Number to have been too great, taking into your Conſideration the Circumſtances you have ſtated?
‘ A. I believe that thoſe who argue upon a Certainty of Peace, or upon Principles of ſtrict Economy, may ſuppoſe that the Number was too large; but I, who have often ſeen the great Diſtreſs that the Army has been put to for Want of a ſufficient Supply of Cattle, do not think that the Number was more than in many Caſes muſt be employed.

‘ Q. What Number of Cattle had Lord Cornwallis in his Army in the Courſe of the laſt War?
‘ A. It is impoſſible for me to anſwer particularly, I know he had conſiderably above 25,000 at ſome Times.

‘ Q. (a) At the Period when he had 25,000 Cattle, what Number of Men were neceſſary?
‘ A. I ſuppoſe between 15 and 20,000 Men; I mean King's and Company's Troops—But I cannot be ſuppoſed to be particular, for I do not know exactly, not having an Opportunity to ſee the Returns; and if I had ſeen them, I might not remember.

‘ Q. Is it neceſſary for the Good of this Service to have a regular Eſtabliſhment of Bullocks trained and exerciſed, and fit for immediate Service at a Moment's Warning?
‘ A. Moſt certainly it is.

‘ Q. What Sort of Cattle were furniſhed in Point of Size and Strength under Mr. Croft's Contract?
‘ A. The Cattle were all large, and good Cattle; there was a Standard, I believe, of Forty-two Inches, I cannot be certain; but I know it was a very high Standard, and none were received that were not above that Standard, and fixed by the Contract?

‘ Q. Were the Checks that were impoſed by the Terms of the Contract ſtrictly inforced upon the Contractor?
‘ A. They were.

‘ Q. From what Country muſt Cattle of that Size ſtipulated by the Contract be furniſhed?
‘ A. The Cattle of that Sort are generally brought from Pornea, or Toroot, there being none of that Size, or near that Size, in any other Country in India.

‘ Q. Theſe Places are in the Bengal Dominions?
‘ A. Yes; on the Right of the Ganges, up the Country.

‘ Q. Is the Contractor in this Article during the Period of War expoſed to conſiderable Riſque?
‘ A. Very great Riſque certainly.

‘ Q. State the Nature of thoſe Riſques?
‘ A. From Diſorders among the Cattle; from their being killed in Battle, or carried away by the Enemy; epidemical Diſorders get very often among the Cattle.

‘ Q. Have you remembered Inſtances of great Numbers of Cattle being deſtroyed by Slaughter in Battle, or by epidemical Diſeaſes?
‘ A. I have; I have known many Hundreds of Cattle die in One Day.

‘ Q. Is it of Importance to have Cattle ready to ſupply that Loſs immediately?
‘ A. Certainly it is.

‘ Q. Can the Army be ſupplied from the Country, if they have not a regular Eſtabliſhment of Bullocks?
‘ A. At all Times they cannot; if they are very near large Cities, they may have the Opportunity of being ſupplied with Cattle from the Draft Cattle that are generally employed there.

‘ Q. Do you recollect any Loſs happening from the Want of a proper Supply of Bullocks in Lord Cornwallis's Army?
‘ A. Many very heavy Loſſes; One of them was a Loſs of our whole battering Train at Seringapatam.

(a) Vide ſupra, Page 1973.

‘ Q. What Number of Drivers is it proper, in your Judgment, to have to the Bullocks, in Proportion to their Number?
‘ A. Not leſs than Two Drivers to Three Bullocks.

‘ Q. Have you conſidered it neceſſary for the Good of the Service that there ſhould be at leaſt One Driver to a Pair of Bullocks, and a Surdar to every Six Drivers?
‘ A. One Driver to Two Bullocks is certainly neceſſary, and the Surdar is alſo uſeful himſelf.

‘ Q. Have you known Inſtances of the Artillery ſuffering for Want of a ſufficient Number of Drivers?
‘ A. Often.

‘ Q. Was you with Lord Cornwallis when he experienced great Loſs upon that Account?
‘ A. I was.

‘ Q. Whether this Contract could be well ſerved, conſiſtently with the Good of the Service, upon an annual Contract, and an Advertiſement for the loweſt Bidder?
‘ A. I do not think it can, nor do I think the Contract ought to be given to the loweſt Bidder, and that only thoſe ought to have it, who are known to be able to fulfil their Engagements. I likewiſe conſider that all Contractors ſhould have an Allowance ſufficient to enable them to do ſo, and that it is better for the Service that they ſhould receive a little more, than that the Service ſhould be obſtructed by a Want of Cattle from their not being able to ſupply them at the Rates which they may offer.

‘ Q. (*a*) Whether it is neceſſary for the Contractor to eſtabliſh Granaries, and to have a neceſſary Stock of Cattle, in order to carry on the Contract with Benefit to the Service?
‘ A. I think it is neceſſary he ſhould do ſo.

‘ Q. Is it neceſſary for him to advance Money to the Farmer?
‘ A. I do not poſitively know whether it is neceſſary or not.

‘ Q. Were the Regulations adopted in the Year 1779, in the Inſtance of Mr. Croft's Contract, ſuch as met with the Approbation of all the Officers of the Army at that Time?
‘ A. I cannot anſwer that Queſtion; I do not know their Judgment, but I know the Cattle met with their Approbation that was furniſhed by the Contract.

‘ Q. Was the Size of the Cattle furniſhed under Mr. Croft's Contract higher than that under the late Contract?
‘ A. I have anſwered before that I thought the Cattle better, and in general they were larger, I think.

‘ Q. Whether there was a greater Number in Proportion of Cattle to Men in the Army at the Period of Mr. Croft's Contract, than there was at the Period you have ſpoken of under Lord Cornwallis?
‘ A. Nothing like it.

‘ Q. Nothing like ſo many?
‘ A. Nothing like ſo many, certainly.

‘ Q. Was the Quantity of Food for the Bullocks to keep them in Heart for Service, ſufficient for that Purpoſe under Mr. Crofte's Contract?
‘ A. It was, in my Opinion, fully ſo.

‘ Q. As you have been Thirty Years in India, and been in England ſince the Commencement of the preſent Trial, and returned to India, you have had Opportunities of conſulting and collecting the Sentiments of the People in India at different Periods; in what Eſtimation is the Character of Mr. Haſtings in India?
‘ A. Mr. Haſtings's Character always ſtood very high in India, and ſtill continues ſo ſince they knew of his being tried; and they conſider him, as I do at this Moment, as a very good and a very injured Man.

‘ Q. Do you ſpeak of the Sentiments of both Europeans and Natives?
‘ A. I ſpeak of both Europeans and Natives.

‘ Q. Is this Teſtimony you have given of Mr. Haſtings the Reſult of any private Obligations to Mr. Haſtings?
‘ A. No, it is not;—I even thought myſelf hurt by Mr. Haſtings's Conduct when in India, but that did not hinder me from joining, in a ſtrong Letter, with all the Reſt of my Brother Officers, acknowledging the Senſe we had of Mr. Haſtings's Conduct.—I ſtill continue of the ſame Way of Thinking.

(*a*) Vide ſupra, Page 1974.

' *Croſs-examined by the Managers for the Commons.*

(*a*) ' Q. Where did you command, when the Contract for Bullocks with Mr. Croftes was made in 1779?

' A. I believe that was the Year I came down to Calcutta, to command the Artillery; but I cannot tell where I was.

' Q. Do you know the Terms of the Contract made by Mr. Croftes?

' A. I do not know what Contract is meant.

' Q. Whether you do not know of more than One Contract for Bullocks?

' A. I have known of a great many Contracts, but I do not recollect any One of Mr. Croftes's but One; may be there might be Twenty.

' Q. Have you not heard that the Contract of Mr. Johnſon came into the Hands of Mr. Croftes in the Year 1778?

' A. I do not know exactly—there might have been ſome Connection between them—they were Partners, but I cannot tell which of them carried on the Contract.

' Q. Do you know the Terms of that Contract in which Mr. Johnſon and Mr. Croftes were Partners?

' A. Not particularly, I do not.

' Q. Do you know any Thing of the Execution of it?

' A. I have had Occaſion to muſter the Bullocks upon all the Contracts, for many Years—I know nothing further than that.

' Q. Do you know whether that Contract was not diſſolved, before the Expiration of the Term, by Mr. Haſtings?

' A. It might or might not: I do not know; I do not remember.

' Q. Do you know whether any Bullocks furniſhed under that Contract, were transferred to the new Contract?

' A. I ſuppoſe they were, becauſe it was the general Practice.

' Q. Do you know what the Terms of the new Contract were—do you know why the old Contract was broke, and a new One made with the ſame Perſon, for a longer Term?

' A. I did not know the Contract had been broken, nor the Reaſon why—I know One was made in December.

' Q. Do you know the Difference between the Terms of the Two Contracts?

' A. No, I do not.

' Q. Have you ſeen the Requiſition of the Commander in Chief, for the Bullocks for that Service?

' A. I underſtood that the Contract of Mr. Croftes was made with the Approbation of Sir Eyre Coote, the Commander in Chief of India, as well as with the Conſent of General Stibbert, Provincial Commander in Chief of Bengal.

' Q. Whether you do not think the Terms of that Contract, and the Mode by Contract, to be the beſt Method of furniſhing Bullocks for the Army?

' A. I do not think that Contract was the beſt Method; I mean to ſay a general Contract of that Kind.

' Q. Do you know why Mr. Haſtings choſe that Method, after having had Experience of a Contract before?

' A. I do not know; I was not conſulted upon that Occaſion.

' Q. Do you think it right to renew a Contract, which you did not think a beneficial Mode of furniſhing Bullocks for the Service, for a longer Time than the One that was near expiring?

' A. I would not renew any Contract I did not think right.

' Q. Do you not think it both more expenſive and more miſchievous to the Service than the Mode by Commiſſion?

' A. I cannot anſwer; I do not think there is much Difference between them.

' Q. Could you aſſure the Company, and recommend in the moſt earneſt Manner, a Proviſion for Draft Bullocks for the Service of Bengal, by Agency, with a limited Reſponſibility and liberal Confidence, rather than by Contract; and can you ſay, upon the moſt decided Experience, that nothing (*a*) can be more injurious to the Service than the latter, nor more extravagant than the loweſt Rates, at which it had to that Time been undertaken?

' A. I cannot anſwer the Queſtion, I do not know any Thing about it.

(*a*) Vide ſupra, Page 1976. (*b*) Vide ſupra, Page 1977.

‘ The Managers deſired the laſt Queſtion might be read.

‘ The ſame was accordingly read by the Clerk.

‘ Q. If you had heard the Governor General had aſſerted ſuch a Propoſition, would you have acceded to it?
‘ A. If I had underſtood the Propoſition, I could have replied to it, but I do not.

‘ Q. You have ſaid it was beſt to employ a Man of Reſponſibility on ſuch a Buſineſs rather than a Perſon who bids loweſt?
‘ A. That is my Opinion.

‘ Q. What was Mr. Croftes' Fortune and Reſponſibility, to your Knowledge?
‘ A. I cannot ſay: I always underſtood him to be a Man of immenſe Fortune, but I believe I was miſtaken in that; but I thought ſo.

‘ Q. What was his Employment?
‘ A. He was, I believe, Treaſurer at that Time; I am not ſure.

‘ Q. Had he ever been converſant in the Traffick of Cattle in the upper Country?
‘ A. Not to my Knowledge.

‘ Q. But his Office was in the Treaſury at Bengal?
‘ A. I believe he was in many Offices.

‘ Q. But at that Time?
‘ A. I think it was.

‘ Q. Did you ever hear of his being concerned in any Way whatſoever relative to the furniſhing of Cattle before?
‘ A. No.

‘ Q. When you ſpeak of the Cattle being ſufficiently furniſhed, whether you mean the whole 6,700, or only ſpeak of thoſe which came within your own Knowledge?
‘ A. During the Time of that Contract, I was in every Part of the Country where Bullocks were employed, except where ſome ſmall Detachments went to, very inſignificant ones indeed, may be under a Subaltern's Command.

‘ Q. Then you are underſtood that the Whole of thoſe Bullocks contracted for in 1778 and 1779, on Mr. Croftes Two Contracts, and his Agency, were employed chiefly if not wholly within the Company's Provinces and their Dependencies?
‘ A. No, I do not think ſo, but I had the examining of the greateſt Part of the Bullocks before they were ſent out of the Provinces.

‘ Q. How many were ſent out; what Proportion in that Period?
‘ A. I cannot ſay.

‘ Q. Was there any very great Proportion?
‘ A. There was a very conſiderable Detachment went into the Mahratta Country under Colonel Camac.

‘ Q. Do you know what Number that Detachment amounted to, and what Artillery, Military Stores, and other Military Baggage, were taken with that Detachment?
‘ A. I do not know exactly.

‘ Q. Whether the Service upon the Coaſt did not require a far larger Number of Bullocks than any internal Service you were acquainted with in Bengal?
‘ A. A great deal more.

‘ Q. Was not the Proportion of all Sorts of Artillery in the Service beyond all Compariſon greater?
‘ A. I believe the Field Artillery were nearly the ſame; the battering Train was nearly the ſame.

‘ Q. Whether the Military Stores of all Sorts were not greater in Quantity than that for the internal Service of Bengal?
‘ A. Certainly they were.

‘ Q. Whether the Cattle upon the Coaſt are ſo large and ſtrong as thoſe furniſhed in the Provinces of Pornea and Toroot?
‘ A. Nothing like it; not Half the Size.

‘ Q. Was there not a Neceſſity of carrying with the Army of Lord Cornwallis a great Quantity of its Proviſions?
‘ A. Yes; all of them.

‘ Q. (a) Do you think that any Mode of providing theſe Bullocks, whether by Contract or Agency, could have ſaved Lord Cornwallis from the Loſs he ſuſtained of the heavy Artillery by the Want of Cattle?

‘ A. I think not.

‘ Q. Whether the Country through which Lord Cornwallis marched was not, in its own Nature, ſuch as to waſte and conſume a greater Quantity of Cattle, and ſubject them to more Diſeaſes than the Current Service in Bengal?

‘ A. Our Marches were ſeldom ſo long as I had marched before, but the Cattle being confined within the Limits of our own Camp were often diſtreſſed for Proviſions, and we had beſides that, a great deal of bad Weather, heavy Rain, and very cold.

To confirm the above, the Counſel for the Defendant ſtated, they ſhould firſt refer to the Conſultation of the 14th of May 1783, in the printed Minutes, Page 1376, to ſhew, that, prior to November 1782, there had been a Neceſſity of employing 1384 extra Bullocks over and above the Number contained in the Contract; and next, to the Repreſentation made to the Board on the 3d of February 1784, in the printed Minutes, Page 1382, to ſhew, that, during the War, 6700 Bullocks were not always ſufficient; extra ones having been required at Times.

To ſhew the Number of Bullocks employed under Colonel Pearce,

Read, from Book 35, the following Extract of a Secret Conſultation of the 14th of June 1781, beginning at Page 1904 of the ſame Book.

“ Appendix to Conſultation 14th June 1781.

“ Extract of a Letter from Colonel Pearſe, dated Vizanagrum, the 11th April 1781.

“ To this Day I have not received a ſingle Line from the Preſidency; I cannot account for it. I have written for Maps and Guides, and for an Account of Proviſions, and the Places where laid up, if any were, that when I arrive at the Keſtna I may take my Meaſures accordingly. Our Expences daily are 700 Maunds. If there are none laid up on the Route, I really do not ſee how it will be poſſible to ſubſiſt on the Road, as I hear Hyder has detached a Force to lay waſte the Country. To carry 700 Maunds, 200 Bullocks are requiſite; to carry Food for theſe Bullocks 21:—Therefore to carry One Day's Proviſions 221 Bullocks. Admitting therefore, Obſtructions included, Thirty Days from the Keſtna to Madras, we muſt ſet out with 6,630 Bullocks loaded with Proviſions. In all the Route they will not get a Bundle of Straw, and hardly a Blade of Graſs; therefore muſt inevitably live on Grain only;—but this is not all; their Drivers muſt be had alſo, and their Proviſions and thoſe of the Bullocks will require 25 a Day more—750 for the March; therefore we ought to ſet out with 7,380 Bullocks for Proviſions only. I take the Liberty to ſubmit all this to you, that I may be honoured with your Commands, or, that Meaſures may be taken to furniſh Supplies by other Means.

“ A true Copy.
(Signed) “ Het Craig,
D. Secretary.”

To ſhew, that the Eſtabliſhment of the Army, at this Period, conſiſted of 33,444 Men incluſive, of the Bengal and ſome other Corps, making a Total of 46,797 Men,

Read, from Book 597, the following Extract of a Conſultation of the 3d of Auguſt 1779, beginning at Page 141 of the ſame Book.

“ Fort William, 3d Auguſt 1779.

“ Proceeding of the Governor General and Council.

Military D. pt.

“ At a Conſultation; Preſent,
The Honourable Warren Haſtings, Eſquire, Governor General;
Richard Barwell,
Philip Francis,
Edward Wheler,
Sir Eyre Coote, } Eſquires.

(a) Vide ſupra, Page 1978.

GENERAL ESTABLISHMENT of the ARMY.

		Colonels.	Lieut. Colonels.	Majors.	Captains.	Capt. Lieutenants.	Lieutenants.	Lieutenant Fire Workers.	Ensigns.	Cornets.	Warrant Officers.	Total Rank and File Europeans.	Total Rank and File Native Infantry.	Total Native Officers and Hindostan Troops.	Grand Total.
Artillery.	Two Companies of Artillery, and Two Battalions of Lascars, to be attached to the Brigade in the Field. Two Companies and Two Battalions of Lascars to be attached to the Brigade next for Frontier Duty. The remaining Six Companies and Battalions of Lascars to remain with the Regiment of Artillery at the Presidency.														
European	Infantry 1 Regiment	1	2	2	18	—	40	—	14	—	—	1,100	—	—	1,177
Sepoys,	11 Battalions	—	—	—	11	—	121	—	—	—	—	—	9,284	—	9,416
Cavalry,	1 Regiment	—	—	1	1	—	6	—	—	6	—	—	—	534	548
Field Officers and Staff to the Sepoy Corps of a Brigade		—	1	2	—	—	—	—	—	—	—	—	—	—	3
General Staff,	1 Deputy Quarter Master General	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	BRIGADE STAFF.														
Effective,	1 Surgeon Major, 1 Paymaster, and 2 Deputies,	—	—	—	—	—	—	—	—	—	4	—	—	—	4
Non-effective,	Major of Brigade, 1 Aid de Camp, 1 Chaplain, and 1 Judge Advocate,	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	Total One Brigade	1	3	5	30	—	167	—	14	6	4	1,100	9,284	534	11,148
	Two more Brigades of the like Number	2	6	10	60	—	334	—	28	12	8	2,200	18,568	1,068	22,296
	Total Three Brigades	3	9	15	90	—	501	—	42	18	12	3,300	27,852	1,602	33,444
Artillery,	1 Regiment, exclusive of One Company of Invalids	1	2	2	10	10	30	30	—	—	—	1,000	—	—	1,085
Staff to D^o,	1 Adjutant, 1 Aid de Camp, 1 Head Surgeon, 1 Paymaster,	—	—	—	—	—	—	—	—	—	2	—	—	—	2
Lascars,	10 Battalions, including Native Officers	—	—	—	—	—	—	—	—	—	—	—	—	—	3,300
	INDEPENDANT CORPS.														
Light Infantry,	2 Battalions of Sepoys	—	—	—	2	—	20	—	—	—	—	—	1,688	—	1,710
Chittagong,	1 Battalion of Sepoys	—	—	—	1	—	10	—	—	—	—	—	844	—	855
Militia Sepoys,	56 Companies	—	1	—	2	—	4	—	—	—	—	—	6,280	—	6,287
Troop of Body Guard		—	—	—	1	—	1	—	—	—	—	4	—	108	114
European Invalids of Infantry, 3 Companies		—	—	—	—	—	—	—	—	—	—	—	—	—	—
Corps of Foreign Rangers		—	—	—	1	—	1	—	2	—	—	—	—	—	—
	GENERAL STAFF to the Army.														
	1 Adjutant General, 1 Quarter Master General	—	—	—	—	—	—	—	—	—	2	—	—	—	2
	1 Commissary General and Deputy, 1 Paymaster General and Deputy	—	—	—	—	—	—	—	—	—	4	—	—	—	4
	Secretary, Persian Translator, and Aids de Camp to the Governor General	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	D^o D^o D^o to the Commander in Chief	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	Military Secretary, and Secretary to the Board of Ordnance	—	—	—	—	—	—	—	—	—	2	—	—	—	2
	Town Major and Adjutant of Fort William	—	—	—	—	—	—	—	—	—	2	—	—	—	2
Engineer Corps		—	1	1	3	—	5	—	4	—	—	—	—	—	14
	Total Establishment of Troops under this Presidency	*													

* Sic in Orig.

(No Signature at the End of the Consultation.)

Read, from Book 695, the following Extract of a Conſultation 15th March 1781, beginning at Page 276 of the ſame Book.

" Fort William, the 15th March 1781.
" At a Board of Inſpection; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
And Edward Wheler Eſquire.
Lieutenant General Sir Eyre Coote, abſent on Duty at the Coaſt of Coromandel.

" Read the following Letter from Mr. Ferguſſon, the Contractor for the Bullocks, with the Orders therein referred to.

" To the Honourable. Warren Haſtings, Governor General, &c. Council, Fort William.

" Honble. Sir, and Gentlemen,

" I humbly beg Leave to encloſe Copies of General and Brigade Orders iſſued by the Commanding Officers at Cawnpore and Futty Ghur; in conſequence of which my Agents there are providing the Number of extra Cattle that are required, 477 Bullocks and Twelve Camels, at Cawnpore, and 435 Carriage Bullocks, and Twenty-five Camels at Futty Ghur, as there were only 315 Carriage Bullocks, and Fifteen Camels belonging to that Station. (*a*)

(Signed at the End of the Letter)
" Calcutta, " John Ferguſſon,
6th March 1781. Contractor for the Army.

(Signed at the End of the Conſultation)
" Warren Haſtings."

Read, a further Extract from the ſame Book and Conſultation, beginning at Page 278 of the ſame Orders and Reſolutions.

" Agreed, That Colonel James Morgan be directed to report what Number of Camels and Bullocks were returned at Cawnpore the 4th of laſt Month; and, reſolved, That Colonel Morgan do aſſign to the Board the Reaſons which induced him to require the extra Cattle which were demanded of the Contractor that Day." (*b*)

Read, from the ſame Book, the following Extract of a Conſultation of the 24th May 1781, beginning at Page 440 of the ſame Book.

" Fort William, 24th May 1781.
" At a Board of Inſpection; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
and Edward Wheler Eſquire.
Lieutenant General Sir Eyre Coote gone to the Coaſt of Coromandel.

" Read the following Letter and Encloſure from Colonel James Morgan.

" To the Honble. Warren Haſtings Eſquire, Governor General, and Board of Inſpection.

" Honble. Sir, and Sirs,

" In conſequence of your Requeſt, made in a Letter from your Secretary, under Date the 7th inſtant, I do myſelf the Honour of tranſmitting you the Return (copied) of the Bullocks and Camels preſent with the Brigade on the 4th ultimo; and the Reaſons I have to aſſign for my ordering the Contractor to entertain extra Cattle are, that the Aſſiſtant Quarter Maſter General in his Eſtimate, required Twelve extra Camels for the Carriage of the Bell Tents.

" The Commiſſary of Ordnance, in his Eſtimate, alſo required for the Carriage of the Magazine 467 extra Bullocks, and the commanding Officer of Artillery 82 extra Draft Bullocks for the Train.

" I doubt not but the above Reaſons will appear to you ſufficient to juſtify my Orders.

" The 82 extra Draft Bullocks have been lately diſcharged in conſequence of the Commander in Chief's Orders for ſome Ordnance to be ſent to Futty Ghur. (*c*)

(Signed at the End of the Letter)
" Camp, Akbarpore, " James Morgan,
March 22d 1781. Colonel Commanding Second Brigade.
(And at the End of the Conſultation)
" Warren Haſtings."

(*a*) Vide Appendix, Nº CCCXCIII. (*b*) Vide Appendix, ibid.
(*c*) Vide Appendix, Nº CCCXIV.

Read, alſo, from the ſame Book, the following Extract of a Conſultation of the 29th of March 1781, beginning at Page 350 of the ſame Book.

" Fort William, 29th March 1781.

" At a Board of Inſpection; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
and Edw^{d} Wheler Eſquire.
Lieutenant General Sir Eyre Coote abſent on Duty at the Coaſt of Coromandel.

" The Secretary lays before the Board the following Letter and Encloſures from Mr. Charles Croftes.

" To the Honble. Warren Haſtings Eſquire, Governor General, and Council of the Board of Inſpection.

" Honble. Sir, and Gentlemen,

" The Commiſſary General has made the following Retrenchments on my Bills for feeding Bullocks, viz.

" On the Bills for Month of June 1780, C^{t} R^{s}	5,186	15	9
July	6,455	6	5
Auguſt	1,684	14	5
September	1,634	2	5
	14,961	7	0

remarking, that it being more than the full Complement contracted for, he cannot admit of the extra Sum, until the expreſs Authority of the Board or of the Commander in Chief, for having exceeded the Eſtabliſhment, ſhall have been produced.

" By my Contract I was obliged to furniſh the Bullocks at ſuch Places as might be pointed out by the Commander in Chief, ſo that all the Eſtabliſhments might be complete within Six Months from the Commencement of it. I received the Orders of the Commander in Chief on this Subject, and ſtationed the Bullocks in the Manner directed by him. In doing this he made no Mention whatever of the Bullocks with Captain Popham's Detachment, they were drafted before my Contract commenced; and as they were not included in the Order I received for ſtationing the Bullocks of the Eſtabliſhment, I completed thoſe of Cawnpore and Futtygur, without making Allowance for the Bullocks with Captain Popham, which I conſidered as extra ones to be diſmiſſed as ſoon as the Service was performed, until I received your Orders 1ſt May 1780, which told me that they were to be Part of the Eſtabliſhment. I deſired my Agent at Cawnpore to take particular Care not to draw for more Bullocks than were allowed by the Eſtabliſhment, and that thoſe with Captain Popham were to be conſidered as a Part of it, and that of courſe the Number at Cawnpore and Futtygur muſt be reduced. I was acquainted by him, that the Commanding Officers of thoſe Stations would not allow the Number with them to be reduced without a public Order, which did not arrive till late in July, when a Letter was received, dated 20th of that Month, from the Commanding Officer at Cawnpore, which explained the Matter; and then 445 (the ſame Number as with Captain Popham) were ſtruck off from the Station at Cawnpore. The Exceſs ariſes from this Miſunderſtanding reſpecting the Bullocks with Captain Popham, and from my Agent's completing the general Stations as directed by the Commander in Chief, without making Allowance for ſome ſmall Detachments with Captain Brown, Captain Grabb, the Rangers, &c. This Irregularity was occaſioned by my Agent's Deſire to complete the Bullocks at each Station; for which, if your Honourable Board think proper not to make me ſome Conſideration, I muſt ſuffer. But I hope you will view the Exceſs occaſioned by the Bullocks with Captain Popham in a different Light, more eſpecially as I was in a Manner compelled to keep them, and the Stations at Cawnpore and Futtygur complete alſo, from the 1ſt May to the End of July, from the Commanding Officer not allowing the Bullocks at thoſe Stations to be reduced.

" The whole Exceſs ſtands thus:

		Bullocks.	C^{t} R^{s}		
Exceſs for	June	511	5,186	15	9
Ditto	July	636	6,455	6	5
Ditto	Auguſt	166	1,684	14	5
Ditto	Sept^{r}	161	1,634	2	5
Total Exceſs Four Months		1474	C^{t} R^{s} 14,961	7	

" I hope the Honble. Board will think proper to make me ſome Conſideration for the extra Cattle employed with the Detachments under Captain Crabb, Captain Browne, the Rangers, &c. which form a Part of the Exceſs; but ſhould you deem that unreaſonable, I humbly hope you will permit me to draw for the Bullocks with Captain Popham for the Months of June and July, that is, till the Day they were allowed to be ſtruck off by the Commanding Officer at Cawnpore;

For June 415,—C. R^s	4,212	4	0			
July 465,—	4,719	12	0			
				8,932	0	
" The Retrenchments would then amount to Current Rupees				6,029	7	

" But as the Bullocks were actually employed, and the Exceſs was occaſioned merely by my Eagerneſs to comply with my Engagements, I hope you will admit of the Charge. (a)

(At the End of the Letter)
" Fort William, (Signed) " C^s Croftes.
the 10th February 1781.
(And at the End of the Conſultation)
" Warren Haſtings."

Read, alſo, further Extract from the ſame Conſultation, beginning at Page 372 of the ſame Book.

" Agreed, that the 4th Charge be alſo re-audited and paſſed by the Commiſſary General, as it appears from the Commander in Chief's Diſtribution of the Cattle in December 1779, that he took no Notice of thoſe Bullocks that were with Meſſrs. Popham, Browne, and Crabb, the Rangers, &c. (b)

(Signed at the End of the Conſultation)
" Warren Haſtings."

Read, alſo, from the ſame Book, the following Extract of a Conſultation of the 31ſt May 1781, beginning at Page 529 of the ſame Book.

" Fort William, the 31ſt May 1781.

" At a Board of Inſpection; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, and Preſident;
and
Edward Wheler Eſquire.
Lieut. General Sir Eyre Coote gone to the Coaſt of Coromandel.

" The Secretary lays before the Board the following Letter and Incloſure from Mr. John Ferguſſon, Agent to the Army.

" To the Honble. Warren Haſtings Eſquire, Governor General, and Council, Fort William.

" Honble. Sir, and Gentlemen,

" By my lateſt Advices from Madras, my Agent had, at the Requiſition of the Commander in Chief, ſupplied 800 Draft and Carriage Bullocks, which were all he had till then been able to procure; with the Detachment under Colonel Pearſe, there are 1,160 more, including 300 extra ones; ſo when it joins, I ſhall have at leaſt 1,960, with the Bengal Troops on the Coaſt. I find that the Charges of feeding theſe, and the Proportion of Pay to the Drivers and Sirdars, amount actually to A. R^s 2 : 2 more per Month, on every Head of Cattle, than I am allowed by Contract.

" I beg Leave to aſſure the Honble. Board, that theſe Repreſentations do not proceed from a Deſire of gaining by the Buſineſs. I am willing to run every Riſk which I ought to run, and incur Loſſes which happen by Ways or other Accidents to which I ought to be ſubjected. All I aſk is, that the Loſs I may have ſuſtained by victualling the Madras Detachment, and by Charges on their Embarkation here, occaſioned by my furniſhing ſuch Proviſions, &c. as I was not obliged to do by my Contract, may be reimburſed me; and I beg that the heavy Loſſes which I am ſuſtaining by the Bullocks with theſe Coaſt Detachments may be alleviated in ſuch Manner or Degree as the Honble. Board may be pleaſed to think reaſonable. (c)

(At the End)
" Fort William, (Signed) " John Ferguſon,
31ſt May, 1781. Contractor for the Army."

(a) Vide Appendix, N° CCCXCV.

(b) Vide Appendix, ibid.

(c) Vide Appendix, N° CCCXCVI.

Read, alſo, from the ſame Book, the following Extract of a Conſultation of the 7th June 1781, beginning at Page 5[illegible], of the ſame Book.

" Fort William, the 7th June 1781.

" At a Board of Inſpection; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
and
Edward Wheler Eſquire.
Lieutenant General Sir Eyre Coote, gone to the Coaſt of Coromandel.

" Reſolved, that the Commiſſary General be informed that the Contractor for the Army is not to ſupply any Camels from 1ſt July next, without a Special Order from the Board. When the Exigency of the Service requires any Extra Cattle, the Officer indenting for them is to write to the Board immediately, aſſigning his Reaſons for ordering theſe Extra Cattle, and to expreſs in the Indent they are ordered on Emergency. The Contractor not to furniſh them without ſuch an Indent. This Order to extend only to Troops beyond the Province of Bengal, and of the Dominions of the Nabob of Oude within the Provinces. The Contractor to be directed to conform to the Number fixed by the Contract, or to confine himſelf to ſuch Orders as he ſhall receive from the Board, or from the Commander in Chief, when the Extra Cattle required are for the Service of the Troops under his immediate Command beyond the Provinces. The Order of the 20th April 1780, ſtands unrepealed; and the Board deſire the Commiſſary General to conſider it as a ſtanding Rule, that no Order of the Board is ever to be conſtrued to be repealed by Implication from other Orders, but only in expreſs Terms.

(Signed at the End of the Conſultation)
" Warren Haſtings."

The Counſel for the Defendant ſtated, that it having been proved by the Managers for the Commons, that in May 1783, the Number of Bullocks was reduced to 4,074, they ſhould next ſhew that after ſuch Reduction had taken Place, the Commander in Chief repreſented to the Board, that that Number would be inadequate even at the then Period of Peace.

Read, from Book 444, the following Extract of a Conſultation of the 14th of May 1783, beginning at Page 284 of the ſame.

" Fort William, the 14th May 1783.

" At a Board of Inſpection; Preſent,
Edwd Wheler,
John Macpherſon, } Eſquires.
and John Stables,
The Honble. the Governor General indiſpoſed.

" Read the following Letter from Major General Stibbert, Commander in Chief.

" To the Honble. Warren Haſtings Eſquire, Governor General, &c. Members of the Board of Inſpection.

" Gentlemen,

" You have been pleaſed to direct, through your Secretary, that the Eſtabliſhment of Bullocks be reduced to 4074, the Number ordered to be retained for the Service of Bengal and its Dependencies, by the Court of Directors; which Inſtructions I ſhall cauſe to be carried into Execution with as little Delay as poſſible.

" But previous thereto I muſt requeſt to be informed if it be your Intention that this Number ſhall be the Eſtabliſhment of Draught and Carriage Bullocks, excluſive of the Beaſty Bullocks attached to the ſeveral Corps, which till the Commencement of the preſent Contract were entirely diſtinct from, and not included in, the Eſtabliſhment of Bullocks for the Army; and muſt take the Liberty of offering it as my Opinion, that the Bullocks employed in that Department of the Service ſhould again be kept ſeparate, as the preſent reduced Number of Draft and Carriage Cattle will not during the War allow of their being furniſhed out of the fixed Complement, without ſubjecting ſome Parts of the Service to probable Inconveniencies. (a)

" I have the Honour to be,
Gentlemen,
Your moſt obedient humble Servant,
(Signed) " G. Stibbert."

" Fort William,
10th May 1783.

(a) Vide Appendix, No CXCVI.

Read, from Book 432, the following Extract of a Conſultation of the 22d January 1784, beginning at Page 151 of the ſame Book.

" Fort William, the 22d January 1784.

" At a Board of Inſpection; Preſent,

The Honble. Warren Haſtings Eſquire, Governor General, Preſident;

Edward Wheler,
and
John Stables, } Eſquires.

" To the Honble. Warren Haſtings Eſquire, Governor General, and Council, Fort William.

" Honble. Sir, and Gentlemen,

" The Commiſſary General, in auditing the Accounts of the Detachment in the Carnatic, from its Arrival there in November 1780, has diſallowed all the extra Bullocks that were furniſhed by my Agent, ſubſequent to the 30th June 1781, and 1,600 of thoſe furniſhed for the Troops embarked with Sir Eyre Coote. I directed my Agent to uſe every poſſible Exertion in furniſhing ſuch Cattle as might be required, which he accordingly did, by complying with the Indents of the Quarter Maſters to the Infantry and Artillery Corps, counterſigned by the reſpective Commanding Officers.

" I cannot entertain the leaſt Doubt, but that when your Honble. Board ſhall call to Mind the Situation of the Army in the Carnatic, with reſpect to Bullocks, from November 1780 to the preſent Time, you will readily admit that I ought to be paid for theſe extra ones, even if ſome Informalities ſhould appear to have been committed in the Mode of Demand or Supply; it being notorious, that without theſe extra Bullocks furniſhed by my Agent, the Army could not have taken the Field, and that the Preſidency of Madras could not provide one more than they did.

" I therefore humbly requeſt that all Cattle, which it ſhall appear by Colonel Elliott's Certificates, and by others of the ſame Nature, were ſupplied by my Agent for the public Service, ſhould be paſſed.

" Calcutta, (Signed) " John Ferguſſon,
27th Auguſt 1783. Contractor."

" On the 27th Auguſt, I addreſſed your Honble. Board on the Subject of my Accounts for the Detachments in the Carnatic, which remain unaudited until you ſhall be pleaſed to take that Letter under Conſideration. I moſt humbly requeſt that it may be done as ſoon as convenient, becauſe Mr. Tierney, the late Paymaſter to the Detachment, being dead, and Mr. Ramſay, who has been my Agent in the Carnatic during the whole War, being about to depart from Madras to China, it will be a particular Hardſhip on me afterwards, if any Retrenchments are made, as it will then be entirely out of my Power to obtain any Satisfaction or Redreſs whatever, which Circumſtances will, I hope, plead my Apology for troubling you with this Addreſs.

" Fort William, (Signed) " John Ferguſſon,
14th January 1784. Contractor."

" Agreed, that the Commiſſary General be directed to paſs Mr. Ferguſſon's Bills for extra Cattle ſupplied by him for the Uſe of the Army ſerving in the Carnatic, upon his producing Certificates from Colonel Elliott, that the Cattle charged for were actually received.

(No Signature at the End of the Conſultation.)

Read alſo, from Book 695, the following Extract of a Conſultation of the 23d of Auguſt 1781, beginning at Page 941 of the ſame Book.

" At a Board of Inſpection; Preſent,

Edward Wheler Eſquire.

The Honourable Governor General, abſent on a Viſit to the Northern Provinces.

" Fort William, the 23d Auguſt 1781.

" Remarks on the contingent Bills tranſmitted by Colonel Muir to the Commander in Chief, and by him to the Commiſſary General.

" I incloſe a Copy of the Return of Draft and Carriage Bullocks and Camels with Colonel Muir, in March laſt, according to which he had 1410 Draft and Carriage Bullocks, beſide 40 Camels; and I perceive he had the ſame Number in May. The Neceſſity of hiring extra Coolies for the Bell Tents does not therefore at preſent appear; nor has Colonel Muir ſupported the Meaſure by aſſigning his Reaſons; but he may perhaps be able to ſatisfy the Board on that Head, if they ſhall think proper to deſire him. (a)

(No Signature at the End.)

(a) Vide Appendix, N° CCCXCVII.

Read, alſo, the following Extract of a Conſultation of the 24th May 1871, beginning at Page 442 of the ſame Book.

“ Fort William, the 24th May 1781.
“ At a Board of Inſpection; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
and
Edward Wheler Eſquire.
Lieutenant General Sir Eyre Coote gone to the Coaſt of Coromandel.

“ Return of Camels and Bullocks preſent at Cawnpore, the 4th February 1781.

	Camels.	Bullocks.		
		Draft.	Carriage.	Beaſtie.
“ With the Artillery — — —	—	576	205	6
Infantry—2d Regiment — —	—	—	—	23
18th, 19th, 20th, 29th and 30th Regiments of Sepoys	—	—	—	55
Commiſſary of Ordnance — —	—	—	—	1
Contractor's Agents — —	9	—	—	—
	9	576	205	85
		576 205 85	866	

“ True Copy.
(Signed) “ H. Lloyd,
for Mr. Robt Grant, Agent Contractor.” (a)
(Signed at the End of the Conſultation)
“ Warren Haſtings.”

The Counſel for the Defendant ſtated, That One of the Data of the Calculations relied upon on the Part of the Proſecution, having been ‘ that the Number of Drivers contracted for was too great, amounting to Six Drivers and One Over-looker to Twelve Cattle;’ they ſhould refer to the Evidence of Colonel Duff, in Page 1973 of the printed Minutes, to ſhew, that in his Judgment, there ought not to be leſs than Eight Drivers to Twelve Bullocks.

Then read, from Book 731, the following Extract of a Conſultation of 24th Auguſt 1785, beginning at Page 87 of the ſame Book.

“ Fort William, 24th Auguſt 1785.
“ At a Council; Preſent,
The Honble. John Macpherſon Eſquire, Governor General, Preſident;
Lieut. General Robert Sloper, Commander in Chief;
John Stables Eſquire,
The Honble. Charles Stuart.

“ The following Letter received from Major General Stibbert, is now recorded.

(a) Vide ſupra Appendix, Nº CCCXCIV.

" To the Honble Warren Haſtings Eſquire, Governor General, &c. Members of the Supreme Council, Public Department.

" Gentlemen,

" I beg Leave to lay before you a Letter, which has been addreſſed to me by Lieutenant Colonel Duff, Commander of the Artillery, repreſenting the Deficiency of Drivers allowed by the late Regulations for Draft Bullocks.

" On my Peruſal of the Regulations for the Agent, it was obvious to me that One Driver to Six Bullocks was inſufficient; but I refrained from noticing it to the Board until the Matter ſhould be repreſented to me by the proper Officers. Had my Opinion been aſked before the Board entered into the new Engagement, I ſhould have given them ſuch Information as might have prevented them from falling into this Miſtake, and alſo have pointed out to them ſome other Omiſſions.

" By the late Contract, as well as by thoſe preceding it, there were allowed to every Twelve Bullocks, One Sirdar and Six Drivers, and I am convinced from my own Experience, that leſs will not ſuffice to manage Draft Bullocks, whether employed or not; ſince if unemployed they muſt be conſtantly practiſed, which they cannot be without a proper Number of Drivers. The Number of Drivers allotted may, as Colonel Duff ſays, anſwer for Carriage Bullocks, but there ſhould even to a certain Number of thoſe be allowed a Sirdar, at leaſt One to every Six Drivers. The Beaſtie Bullocks require no Drivers, as the Beaſtie takes Care of the Bullocks.

" In the Reſolutions of the Board, transferring the Feeding of the Cattle from the Contractor to the Agent, no Mention is made of the Manner in which the Caſualties among the Bullocks are to be replaced; if by the Agent, the Terms on which he is to provide them ought to be ſpecified, as well as the Size, Age, and Quality of the Cattle to be admitted into the Company's Employ, which ſhould, I think, correſpond with the Rules preſcribed in the late Contract; Extracts of which on theſe Points I encloſe for your eaſy Reference, as well as the Articles relating to the Drivers.

" I muſt conclude this Letter with obſerving, that if great Care is not taken in providing Bullocks, as well to ſupply Caſualties as to be received in Exchange for ſuch as are above the Age fit for working, which by the laſt Contract was fixed at Twelve Years, the Cattle cannot be depended upon, and the Service muſt eventually ſuffer. (*a*)

" Fort William,
8th April 1784.

(Signed) " G. Stibbert.
(Signed at the End of the Conſultation)
" John Macpherſon,
R. Sloper,
John Stables,
Cha^s Stuart."

Read, alſo, from Book 726, the following Extract of a Conſultation of the 29th of July 1791, beginning at Page 436 of the ſame Book.

" Fort William, the 29th July 1791.

" At a Council; Preſent,
The Honble. Charles Stuart,
Peter Speke,
and
W^m Cowper, } Eſquires.

Earl Cornwallis K. G. Governor General, and Commander in Chief, abſent in the public Service.

" To the Honble. Charles Stuart, and to the Gentlemen of the Supreme Council at Fort William.

" Gentlemen,

" You will, I am fully perſuaded, uſe every Exertion in your Power to provide us amply with Cattle; and I muſt recommend that thoſe which have been procured to the Southward of the Coleroon may be brought to the Preſidency as ſoon as poſſible, to be employed in tranſporting Grain and other Articles that we may want from thence; and I muſt particularly requeſt that no Pains be ſpared to engage the greateſt poſſible Number of Drivers to attend them, as it is to the Deficiencies in that Claſs of People in the Army, that our late Loſſes of Cattle are principally to be attrebuted.* (*b*)

* Sic in Orig.

(At the End)
" Fort St. George,
11th July 1791.

(Signed) " Cha^s Oakeley.

(Signed at the End of the Conſultation)
" Cha^s Stuart,
Peter Speke,
W^m Cowper."

(*a*) Vide Appendix, N° CCCXCVIII.

(*b*) Vide Appendix, N° CCCXCIX.

The Counſel for the Defendant ſtated, that there being no Evidence on the Part of the Proſecution to ſhew that, conſidering the Terms of the new Syſtem, and all the Obligations impoſed on the Contractor by it, the Rate of Payment was higher than it ought to have been; and they having ſhewn, that it was ſtated by the Commanding Officers to be neceſſary, they did not propoſe to adduce any further Evidence upon that Subject.

The Counſel for the Defendant then ſtated, that, in Anſwer to the Allegation in the Article 'that this Contract was more advantageous to the Contractor and more injurious to the Company than the former', they ſhould ſhew that the Court of Directors, though they diſapproved it in Part, yet allowed the Syſtem for the Proviſion of Cattle to have been excellent:

For this Purpoſe they ſhould refer, Firſt, to the 60th Paragraph of a Letter from the Court of Directors of the 11th of April 1781, given in Evidence by the Managers for the Commons; Secondly, printed Evidence, Page 1373; and to the Evidence of Colonel Duff, (a) not only to ſhew that the Syſtem was good, but that it had the Effect of enabling the Company to be ſerved with better Bullocks than ever had been employed before this Contract or ſince, (a) during a Period of Thirty Years.

The Counſel for the Defendant further ſtated, that as to the Duration of the Contract not being confined to One Year, they would ſhew the Opinion of the Court of Directors to have been, that if the Terms of the Contract were reaſonable, it might not be for the Good of the Service in Time of War to renew the Bullock Contract every Year. For this Purpoſe they ſhould refer to the laſt-mentioned Letter of the Court of Directors in the printed Evidence, Page 1373, and alſo to prove that they allowed in future that the Contract for Bullocks might be extended for Three Years.

The Counſel for the Defendant then ſtated, that in Anſwer to the Allegation 'that this Contract was granted to Charles Croftes, the confidential Friend of Mr. Haſtings;' they would next ſhew, that that Circumſtance did not operate in the leaſt upon Mr. Haſtings in ſettling the Terms of the Contract, becauſe they were ſettled before Mr. Croftes had any Thing to do with it; for which Purpoſe they ſhould refer to a Conſultation of the 9th of Auguſt 1779, in the printed Evidence Page 1347, to ſhew both that the Plan of the new Contract was recommended by the Commander in Chief, and that an Offer of it was made to the then Contractor.

The Counſel for the Defendant then ſtated, that in Anſwer to the Neglect imputed to Mr. Haſtings in not having given Notice of the Intention to put an End to this Contract at the Period preſcribed, they ſhould give no Evidence; but merely refer to the Evidence already produced by the Managers for the Commons, to prove it an accidental Neglect of all the Board in common with Mr. Haſtings.

For this Purpoſe they would refer to the printed Evidence, Page 1377.

The Counſel for the Defendant then ſtated, that, as touching the next Subject, the Agency of Sir Charles Blunt for the Proviſion of Bullocks for the Army, ſtated to be a Mode of conducting the Buſineſs condemned by the Court of Directors, they ſhould proceed to ſhew Mr. Haſtings to have been juſtified in putting this Buſineſs upon the Footing of Agency; for which Purpoſe they would firſt refer to a Letter, which had been given in Evidence on the Part of the Proſecution, from Mr. Haſtings to the Court of Directors, ſince his Arrival in England, in the printed Minutes of Evidence, Page 1385.

To confirm the Opinion of Mr. Haſtings in this Particular,

Read, from Book 432, the following Extract of a Conſultation of 11th March 1784, beginning at Page 319 of the ſame Book.

"Fort William, the 11th March 1784.

"At a Board of Inſpection; Preſent,

Edward Wheler,
and } Eſquires.
John Stables,

The Honble. the Governor General on a Viſit to the Northern Provinces.
Mr. Macpherſon, abſent at Sea, for the Recovery of his Health.

"3d. Mr. Wheler delivers in the following Minute reſpecting the Adjuſtment of the Bullock Contract, and Appointment of Sir Charles Blunt to the Agency. Page 317, March 3d, 1784.

(a) Vide ſupra, Page 2263;——alſo Page 1972, et ſeq.

"Mr. Wheler.—I have ſaid leſs upon the Subject of the Bullock Contract, becauſe my Sentiments were ſo fully recorded upon its Inſtitution. I am nevertheleſs under the Neceſſity of obſerving, that however improvident the original Engagement may have appeared to me, I have the Satisfaction of ſeeing it cloſed with an Advantage to the Company of, at leaſt, One Lack and a Half of Rupees; which Advantage reſults from the Difference between the Sum paid as an Indemnification to the Contractor, and the Monies he would have received had the Contract been continued till its intended Period. In reſpect to the Orders of the Court of Directors of advertiſing for ſealed Propoſals, the Experiment has already been tried with much Inconvenience to the Company, and Loſs to the Party contracting. This requires no further Elucidation, it being perfectly well known to the Members of Government at the Time the Contract ſo entered into expired; and whether the Deduction from the preſent Contract of Sicca Rupees 8 12 to S^a R^s 4 6 ℘ Month, will juſtify the Board in their Deviation from the ſtrict Orders of the Company, muſt be determined by our Superiors, and can be as eaſily aſcertained by many Individuals now reſiding in England, as it is already proved to my Satisfaction; and for the above Reaſons I ſhould think I did an Act of great Injuſtice to the Company, were I to withhold my Conſent to the Redemption of the preſent Contract whenever the War with the different Powers of Hindoſtan ſhall be determined, and the principal Detachments re-united to the Army; it will then be proper to conſider whether to continue the Agency now eſtabliſhed, or to enter into a more permanent Engagement, by ſupplying the Army with Bullocks upon Contract for the Period recommended by the Court of Directors; and I therefore agree to the Appointment of Sir Charles Blunt." (a)

(No Signatures at the End of the Conſultation.)

Read, from Book 731, the following Extract of a Conſultation of the 1ſt Auguſt 1785, beginning at Page 3 of the ſame Book.

"Fort William, the 1ſt Auguſt 1785.

"At a Council; Preſent,
The Honble. John Macpherſon Eſquire, Governor General, Preſident;
Lieutenant General Robert Sloper,
John Stables Eſquire,
The Honble. Charles Stuart.

Secret Dept. of Inſpection.

"Honble. Sir, and Sirs,

"The Governor General informs the Board, that he had it in Contemplation to propoſe ſome Reform in the Bullock and Gunpowder Agencies, and that he wiſhed to have aſcertained whether, by publiſhing for Propoſals for the Execution of theſe Duties, agreeably to the general Tenor of the Company's Commands, they might not be managed at a leſs Expence, and with greater Benefit to the Company's Intereſt; but as both theſe Branches of the Service are materially connected with the Army, and as an apparent Advantage gained by converting thoſe Agencies into Contracts on lower Terms, might be in Reality attended with great Loſs to the Company, the Governor General requeſts that the Commander in Chief will be pleaſed to look over the Papers relative to theſe Agencies, and propoſe to the Board any Plans for conducting the Duties of them, which may at once be favourable to public Œconomy, and the real Good of the Service.

"Fort William,
21ſt July 1785.

(Signed at the End of the Letter)
"G. Stibbert."

(And at the End of the Conſultation)
"John Macpherſon,
R. Sloper,
John Stables,
Cha^s Stuart."

Read, alſo, from the ſame Book, the following Extract of a Conſultation of the 24th Auguſt 1785, beginning at Page 72 of the ſame Book.

"Fort William, 24th Auguſt 1785.

"At a Council; Preſent,
"The Honble. John Macpherſon Eſquire, Governor General, Preſident;
Lieut. General Robert Sloper, Commander in Chief,
John Stables Eſquire,
The Honble. Charles Stuart.

"To the Honble. John Macpherſon Eſquire, Governor General, and Council, Fort William.

"Honble. Sir, and Sirs,

"I humbly requeſt the Honble. Board will be pleaſed to allow me, with the utmoſt Reſpect, to offer my Reaſons, why the Alteration Mr. M^c Intoſh's Offer aims to effect, of converting the Agency now under my Charge into a Contract, ſhould not take place; for although the Honble. Court of Directors ſaw Reaſon to paſs ſevere Cenſure on the Terms of the late Bullock Contract, and, on a Suppoſition of the Buſineſs continuing to be conducted in the Way of a Contract, thought proper to direct that and others to be put up to the loweſt Bidder, it does by no Means follow, that they will ſee Cauſe to object to the moderate, fair, ſafe, and reduced Terms of the preſent Agency; and it will but be giving Credit to the Wiſdom of that Honble. Court, to ſuppoſe they will ſee the Inexpediency of fixing one certain Rate of Expence, by a Contract, in a Matter ſubject throughout the World, but more particularly in Bengal, to ſuch Fluctuation as the Price of Grain is liable to by the Failure of Crops and dry Seaſons, as muſt ever render the State of a Contractor for this Service precarious and dangerous. A Contractor who engages on reaſonable Terms To-day, may be utterly ruined a Twelve Month hence. This is preciſely the Caſe at preſent, as appears by a Calculation I have juſt cauſed to be made, of the Loſs the Contractor would have ſuffered by feeding the Bullocks alone laſt Year, at the Rate the preſent Propoſal to the Honble. Board offers to undertake it at, which, on the loweſt Computation, amounts to Sicca Rupees 76,575. Is there Reaſon and Policy? Is there Juſtice and Humanity in ſuch a Plan? By the beſt Information I have been able to obtain, I cannot find the Orders of the Honble. Court of Directors have been at any Time preciſe and ſpecial, reſtraining the Governor General and Council of Bengal from conſidering of and adopting a more eligible Mode of ſupplying the Army with Cattle, if ſuch could be found, than that of the former Contract, and that therefore the Honble. Board were fully authorized to adopt that of the preſent Agency. The Honble. Court of Directors, I humbly beg Leave to ſuggeſt, did no more in their Orders reſpecting the Bullock Contract, than direct that that Contract (ſuppoſing it to continue to a Period, and approved of being renewed) ſhould be advertiſed and given to the loweſt Bidder.

(a) Vide ſupra Appendix, N^o CXCVI.

" But, Honourable Sirs, that Contract no longer exiſting, and the Cattle having become the Property of the Company, of which Alteration the Senſe of the Honourable Court of Directors has not yet been received, it becomes now worthy the Attention of the Honourable Board, that they ſhall be taken the beſt poſſible Care of, attended with the leaſt Expence, which, I humbly conceive to have been ſhewn in my former Letter to the Board, will happen under an Agency.

" That the Conduct of the Company's Buſineſs by Agency is not diſapproved by the Honourable Court of Directors, may be collected from the very conſiderable Branches of the Company's Buſineſs at this Time conducted ably and honourably under that Mode, not without the Knowledge, and therefore concluded to be with their Approbation; and there does not appear in the Honourable Court of Directors, or in the Honourable Board, the leaſt Intention, Motive, or Probability of their being ſuppreſſed, to the Ruin of the Company's Servants employed in them, and the great Joy of all Perſons out of Employ and out of the Service. (a)

(Signed at the End of the Letter)

" Chas Wm Blunt.

(And at the End of the Conſultation)

" John Macpherſon,
Robert Sloper,
John Stables,
Chas Stuart."

Read, from Book 560, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 27th March 1787, beginning at Paragraph 201 of the ſame Letter.

" Our Governor General and Council at Fort William in Bengal.

" Par. 201. We have from Time to Time expreſſed a general Diſapprobation of Agencies, and of the high per Centage at which the ſame have been managed, and have been uniform in our Inſtructions that ſuch Parts of the Company's Buſineſs as could be managed by Contract ſhould be ſo managed. However, particular Caſes may require Deviation, and it is impoſſible for us not to pay due Attention to the Opinions of thoſe, who, by their local Knowledge and Experience, may be ſuppoſed to have good Grounds for what they have aſſerted; and although we ſtill enforce our former Directions as to Contracts for a general Rule of Proceeding, there ſeems Cauſe to doubt its Expediency in the Inſtance now before us. (b)

(Signed at the End of the Letter)

" Geo. Tatem,
John Travers,
Abm Robarts,
W. Elphinſtone,
Paul le Meſurier,
Thos Cheap,
Jacob Boſanquet,
Chas Mills,
Jnº Michie,
John Motteux,
Jnº Woodhouſe,
John Hunter,
Jnº Townſon,
Geo. Cuming,
Hugh Inglis,
Thos Parry,
John Roberts."

(a) Vide ſupra Appendix, Nº CCCXCVIII.

(b) Vide ſupra, Page 2238.

Read, alſo, from Book 723, the following Extract of a Conſultation the 10th November 1790, beginning at Page 137 of the ſame Book.

"Fort William, 10th November 1790.

Military Dept. "At a Council; Preſent,

Earl Cornwallis K. G. Governor General, Preſident;
The Honourable Charles Stuart,
Peter Speke,
and
William Cowper, } Eſquires.

No. 12. Military Auditor General, 30 Oct.

"My Lord,

"Par. 1. Obſerving by the Returns of the Elephants and Bullocks for the Service of the Army for the Month of September laſt, that Nineteen Elephants, and One hundred and eighty-four Bullocks are reported deficient of the Eſtabliſhment for the Station of Cawnpore, I take the Liberty of noticing the Circumſtance to your Lordſhip as deſerving your Attention.

"2d. Any Penalty which might be recoverable from a Contractor for Failure in the Performance of Agreement, either with reſpect to Numbers or Condition of the Cattle for the Service of the Troops, or through their not being kept at their proper Stations, would be a ſlender Conſolation for Diſappointment in the Movements of any Part of the Army through any ſuch Failure.

"3d. The Deficiency in the eſtabliſhed Number of Bullocks, if thoſe detached to the Carnatic be conſidered as Part of the ordinary Eſtabliſhment, is not conſiderable, as your Lordſhip will perceive from the accompanying Comparative Statement of the Eſtabliſhment, with the Numbers muſtered for Auguſt, which is the laſt Month for which all the Returns excepting one have reached this Office; but, though the Deficiency of the Eſtabliſhment of Bullocks is not great upon the Whole, your Lordſhip will obſerve, that, according to the preſent Eſtabliſhment and Returns, there are conſiderable Deficiencies at the Frontier Stations of Cawnpore and Futty Gur, where the Complement for Service ought to be moſt carefully kept up; and a Surplus at any other Stations will not make Amends for Deficiencies where the Cattle ought to be.

"4th. I know that your Lordſhip deems it highly important that the neceſſary authoriſed Eſtabliſhments ſhould be kept in conſtant Readineſs in their proper Places, and in the beſt Condition for active Service; and therefore, without meaning the ſlighteſt Reflection on any Individual, but merely to ſecond your Lordſhip's Wiſhes, and to render the Obligation of the Contracts for Elephants, Camels, and Bullocks more effectual, I beg Leave to ſubmit to your Lordſhip the Propriety of notifying in General Orders that, if it ſhould at any Time happen that the Movements of any Body of Troops ſhould be impeded by the Unfitneſs, ſcanty Feeding, or ill Condition of the Cattle, or by the preſent Eſtabliſhment not being conſtantly kept complete at their proper Stations, their reſpective commanding Officers ſhall be held perſonally reſponſible for the Conſequences, unleſs every ſuch Circumſtance of Deficiency, or Unfitneſs, ſhall have been duly reported to the Commander in Chief; and, in order the better to impreſs a Senſe of the Importance of the Duty, Commanding Officers might be required to certify monthly to the Commander in Chief, by Letter to the Adjutant General, that the Eſtabliſhment of Cattle, and Drivers, for their reſpective Stations or Diviſions of the Army, mentioned in their muſter Returns, are, in Point of Number, Strength, and Condition, as well as in every other Reſpect, fit and equipt for immediate Service; or, if there happen to be Deficiencies of Numbers, or Defects in the Quality of the Cattle, &c. theſe ſhould be particularly ſtated; and with theſe Letters the Adjutant General ſhould lay before the Commander in Chief monthly Comparative Abſtracts of the Eſtabliſhment, with the Number of Cattle of every Deſcription, muſtered according to the Form of the encloſed Statement; or on any better Plan that may be deviſed.

"5th. Relative to the Practicability of ſupplying good ſtrong Bullocks for the Service, I beg Leave to inform your Lordſhip that I have Reaſon to believe that excellent Cattle may be procured in abundance from the Countries of Gohud, Nagore, Tyrhoot, Durbungah, and Purneah, if adequate Prices be paid for them.

"6th. Although Colonel Eyre has returned 19 Elephants and 184 Bullocks deficient of the Eſtabliſhment for the Station at Cawnpore, as mentioned in the firſt Paragraph hereof, it is proper to obſerve to your Lordſhip, that the Colonel conſiders the Diſtribution of the Cattle which was publiſhed in General Orders, on the 3d October 1788, as the Eſtabliſhment ſtill in Force becauſe none other has been ſince publiſhed; but there being fewer Corps now at that Station than in 1788, the Eſtabliſhment ſhould be calculated for the Corps now there, and this may induce your Lordſhip to order a New Diſtribution to be publiſhed, which perhaps will be beſt done by ſpecifying the Number of Cattle of each Deſcription for the Service of every Corps, becauſe by this Means, upon the Movement of any Corps, Variation of the Eſtabliſhment of Cattle would be known without the Trouble of publiſhing occaſional Diſtributions. (a)

(Signed at the End of the Letter)
"John Murray."
(And at the End of the Conſultation)
Chaˢ Stuart,
Peter Speke,
Wᵐ Cowper."

(a) Vide Appendix, Nº CCCC.

Read, from Book 751, the following Extract of a Letter from the Court of Directors, to the Preſident and Council at Fort St. George, dated 6th May 1791, beginning at Paragraph 22, of the ſame Letter.

" Fort St. George, 6th May, 1791.

" Our Preſident and Council at Fort St. George.

Military Dept.

Bullock Contract renewed for Three Years.

" Par. 22. As the late Government have renewed the Contract concluded in the Adminiſtration of Sir Archibald Campbell for the Proviſion of Draft and Carriage Bullocks, there will be ſufficient Time before the Expiration for us to receive your Report on the Manner in which the Contract in its extended State ſhall have been executed; and whether it be really neceſſary to continue an Eſtabliſhment in Time of Peace of Two thouſand Draft and Carriage Bullocks at the conſiderable Expence of Pagodas, 3,452 ℘ Month. We expect a very early Communication of your Opinion herein, that you may receive our further Directions before the Expiration of the Term agreed upon.

" 23. It is ſtated in the Letter from the Contractor of the 29th January 1787, which accompanied their original Propoſal, that the above monthly Expence of Pagodas 3,452 would be nearly a Third leſs than the ſame Eſtabliſhment would have coſt at the Rates then paid by the Company, and in the Time of War that the Saving would be immenſe. Admitting the Fact, it was certainly a great Neglect on the Part of the late Government to ſuffer the Contract to expire without taking Meaſures for aſcertaining (when they knew they were upon the Eve of a War) whether better Terms could not have been procured, or whether the Proviſion of the Bullocks neceſſary for the Army upon the Agency Syſtem as in 1782, would not have been preferable; but as it was the 12th February before they came to any Reſolution herein, perhaps, under all Circumſtances, the renewing the Agreement with the former Contractors (who were Gentlemen of known Reputation) at that critical Period was the likelieſt Mode that could then be adopted for enſuring the neceſſary Supply of Bullocks; not that we mean to ſanction a Departure from the Rule that has been repeatedly laid down for advertizing for Propoſals, except upon Occaſions of the moſt evident Neceſſity, or upon the moſt ſubſtantial Reaſons being aſſigned for ſo doing.

(Signed at the End of the Letter)

" J. Smith Burgeſs,
F. Baring,
J. Manſhip,
Jno. Roberts,
Geo. Tatem,
Lionel Darell,
Thomas Parry,
Paul Le Meſurier,
Stephen Williams,

W. Elphinſtone,
Wm Money,
Abram Robarts,
Thos Cheap,
John Travers,
Thos T. Metcalfe,
Jn. Townſon,
Simon Frazer,
R. Thornton."

Read, alſo, from Book 733, the following Extract of a Conſultation of the 2d Auguſt 1791, beginning at Page 3758 of the ſame Book.

" Fort Saint George, 2d Auguſt 1791.

" Sir Charles Oakley Baronet, Acting Preſident, and Council.

" Gentlemen,

" I have received your Letters, dated the 12th and 16th inſtant, with the Copies of Mr. Cockburne's Letters encloſed in the latter.

" The Account of the Money that you have ordered to be ſent to Vellore is very ſatisfactory, and will enable me to fulfil my Engagements to our Allies.

" I ſhall not enter into a Detail of the Defects in the general Principles of the Bullock Contract, but only mention that One of the moſt ſtriking is, that it never has either in Peace or War (and in my Opinion it is impoſſible in War) been performed by the Contractors themſelves, but by Maiſtries, who, I have found, have always been the Proprietors of the Bullocks, and by that Means without the Conſent or Knowledge of Government, and without being bound to a direct Reſponſibility to the Public for the Performance of their Engagements; thoſe Maiſtries are the real Contractors, whilſt the nominal Contractors in Fact only act in the Capacity of Agents.

" But in pointing out the Defects of the Syſtem, it was by no Means my Intention to caſt any Reflection upon the Characters of the Gentlemen who hold the Contract, and I think it in particular a Juſtice due to Mr. Cockburne to declare that I entertain ſo high an Opinion of his Zeal and Ability, that if it was poſſible to execute the Buſineſs of the Bullock Department by Contract, he would, I believe, be the Perſon moſt likely to accompliſh it.

" The late Exertions that you have been forced to make to collect the Number of Bullocks that will be neceſſary on the preſent Occaſion, muſt be conſidered as evident Proofs that the above Remarks are well founded; for I cannot admit, that the Contractors have a Right to claim a Merit for the Production of Cattle, which have been procured by the direct Influence of Government, and I do not think that Cattle thus obtained ſhould be allowed to become a Source of Emolument to thoſe Contractors. I am likewiſe convinced that, under the Contract Syſtem, there would be no Chance that ſuch Reſponſibility would be impoſed upon the real Owners of the Cattle, as would in any Degree ſecure the Public Service from the moſt mortifying and ruinous Diſappointments; but as I am perſuaded that the Contractors have made great Exertions, it is by no Means my Wiſh to diſtreſs them; and I therefore entirely approve of your not preſſing them for Payment of the Bills drawn upon them in favour of the Revenue Treaſury for Money advanced by the Company's Collectors for the Purchaſe of Cattle.

" The Two ſmall but diſadvantageous Contracts which I entered into, the Agencies that I eſtabliſhed in the Beginning of June, and the Purchaſes that I ordered to be made on account of the Public ſince that Period, which Meaſures Mr. Cockburne in his Letter of the 12th inſtant calls Counteractions of the Contract, were not Acts of Choice, but of abſolute Neceſſity.

" At that Time, our Diſtreſs for Cattle was ſo preſſing, that moſt of the Field Pieces were drawn, and a conſiderable Part of the Camp Equipage was carried, by the Troops, and a large Proportion of the Commiſſary's Stores were conveyed upon the Heads of Laſcars.

" The Sickneſs which the Change of Seaſon, added to this extraordinary Fatigue, occaſioned in the Army, called for the Application of immediate Remedies; for, after one March, no leſs than Forty Laſcars were ſent to the Hoſpital.

" Thoſe Remedies could only be found by the Means that I adopted; for I am ſorry to be obliged to ſay, that there was a greater Inattention to the Performance of the Contract on that critical Occaſion than I had ever before obſerved; as, to my Knowledge, Bullocks were obtained daily from the Mahratta Camp at reaſonable Rates, both on the public Account and by private Officers, whilſt the Contractors Agent in Camp did not, during that Period of Difficulty, procure a ſingle Bullock for the public Service; to which I muſt add, that the Exertions which I was obliged to make in the Manner that I have ſtated, ought not to have been conſidered by the Contractors as Counteractions of the Contract, becauſe no Infringement was made on the Part of the Public on any of its Conditions; and I then declared to one of the Contractors in Camp, and to the Agent for the Contractors, that I expected they would do every Thing in their Power, both at that Time and in future, to provide the utmoſt poſſible Number of Bullocks for the public Service on the Terms of the Contract.

" We have no Reaſon to complain of the Deſertion of the Dooley Bearers, and I believe they will go on very well upon the preſent Footing; but the Bullock Drivers who are delayed much longer on a March, and who muſt afterwards fetch Forage for their Cattle, as well as look out for Proviſions for themſelves, are no doubt in a different Predicament; and on that Account I will, as an Encouragement for them to engage with you, agree to furniſh them with Two Seers of Grain per Week at a moderate Price, from the Time the Army ſhall proceed again from Bangalore towards the Enemy's Capital.

" It may at the ſame Time be explained to them, that there is very little Probability that any of the Followers of the Army will be again expoſed to the ſame Diſtreſs which they experienced on our laſt March to Seringapatam, as there is every Reaſon to expect that they will conſtantly find a ſufficient Supply of the coarſer Grain from the Marratta Buzar. (*a*)

" Camp, Seven Miles Weſt of Ryacottah,
July 27th 1791.
(Signed) " Cornwallis."

Read, from Book 734, the following Extract of a Conſultation of the 20th June 1787, beginning at Page 179 of the ſame Book.

" Fort William, 20th June 1787.

" At a Council; Preſent,
Right Honble. Charles Earl Cornwallis, K. G. Governor General, Preſident;
and the Honble. Charles Stuart.
Sir John Macpherſon Bart. abſent from the Preſidency.
John Shore Eſquire indiſpoſed.

" Right Honble. Charles Earl Cornwallis, K. G.

Secret and Military Dept. " My Lord,

" The preſent Rates (as fixed by the late Board of Ordnance) for furniſhing the Field Carriages of this Eſtabliſhment being high, and admitting of Retrenchment, I beg Leave to lay a State of them before your Lordſhip, ſpecifying at what they are now charged, and at what Price they may be furniſhed in future, by which it will be ſeen that a conſiderable Saving may be made to the Company in the future Supply of that Article.

" The high Rates at which the Gun Carriages now ſtand is chiefly owing to the Dearneſs of the Materials during the late War, when their Prices were fixed. The Experience of my Predeceſſor and ſelf, in the Manner of conducting the Buſineſs, has likewiſe aſſiſted in reducing the Prices, and enabling me to offer to make them in future on ſo much lower Terms. (*b*)

(Signed at the End of the Letter)
" C. R. Deare,
Commiſſary of Stores."

" Fort William,
19th June 1787.

(*a*) Vide Appendix, Nº CCCCI.

(*b*) Vide Appendix, Nº CCCCII.

Read, further Extract from the ſame Conſultation, beginning at Page 181 of the ſame Book.

" Agreed, for the Reaſons ſtated in the Governor General's Minute, that the Terms offered by the Commiſſary of Stores for ſupplying Field Gun Carriages, Tumbrils, &c. be accepted.

" Ordered, That a Copy of the new Rates be tranſmitted to the Military Board for their Information and Guidance in the Examination of the Bills for the Articles therein ſpecified; and that they be informed that theſe Rates are adopted inſtead of the former. (a)

(Signed at the End of the Conſultation)
" Cornwallis,
Chas Stuart."

Read, from Book 752, the following Extract of a Letter from the Court of Directors to the Preſident and Council of Fort St. George, dated 11th April 1792, beginning at Paragraph 30 of the ſame Letter.

" Par. 30. In our Military Diſpatch of the 4th Auguſt laſt, we expreſſed great Doubts as to the exiſting Contract for providing the Army with Draft and Carriage Bullocks, and directed it to be reviſed. We now find from your late Correſpondence with Lord Cornwallis, that it is totally inſufficient both in its Principles and Formation for anſwering its intended Purpoſes. His Lordſhip has therefore ſhewn great Zeal for the Service, in his Endeavours to procure the neceſſary Supply for the Uſe of the Army by other Means. We obſerve that his Lordſhip's Objections are not merely confined to Defects in the Contract itſelf, but convey a direct Opinion of the utter Impoſſibility of executing the Buſineſs of the Bullock Department by Contract. Such being his Lordſhip's Opinion, we hope he will have had ſufficient Leiſure to form and recommend to our Conſideration ſuch a Plan for the future Management of this Department, as may be better calculated to promote the Good of the Service.

(Signed) " Jacob Boſanquet, J. Smith Burgeſs,
Abram Roberts, F. Baring,
Paul Le Meſurier, John Roberts,
Thos T. Metcalfe, Wm Money,
John Hunter, Simon Fraſer,
Chas Mills, D. Scott,
Jno Travers, Geo. Tatem,
Stephen Williams, Thos Parry,
John Townſon, Wm Benſley."

Read, alſo, from Book 753, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 25th April 1792, beginning at Paragraph 51 of the ſame Letter.

" Par. 51. We entertain a due Senſe of your Zeal for the Service in the early Meaſures that were adopted after the Battle of Seringapatam, for ſupplying the Army with Bullocks, and various other neceſſary Articles to enable it again to take the Field; but which, with reſpect to the Bullocks, were rendered unneceſſary by the Exertions of the Government of Madras; and you have aſſigned very ſatisfactory Reaſons for your having deviated, in a certain Degree in the Manner of providing theſe Supplies, from the Contract Syſtem; a Subject which will be noticed more at large in another Department.

(Signed at the End of the Letter)
" Wm Money, F. Baring,
Stephen Williams, J. Smith Burgeſs,
Thos T. Metcalfe, John Roberts,
W. Devaynes, John Hunter,
Step. Luſhington, Lionel Darell,
Thos Fitzhugh, Nathl Smith,
T. Pattle, Jno Travers,
W. Elphinſtone, W. Ewer."

Further Proof to juſtify Transfer of this Buſineſs from a Contract to an Agency.

Read, from Book 749, the following Extract of a Letter from the Preſident and Council at Fort St. George, dated 19th September 1791, to the Court of Directors, beginning at Paragraph 24 of the ſame Letter.

" Honourable Sirs,

" Par. 24. Your Honourable Court will have obſerved by the laſt Diſpatches, that our Exertions to procure Draft and Carriage Bullocks for the Army had been attended with the moſt complete Succeſs; and that we had collected the Number which had been ſtated by Lord Cornwallis to be neceſſary for the Proſecution of the War. We have now to acquaint you that his Lordſhip has informed us, that he deemed it neceſſary to put the Cattle procured by the Exertions of Government under the Management of a Public Agent; as he was ſorry to ſay from Experience, that the Bullock Contract had been a Deluſion of a moſt dangerous Nature to a Commander in Chief of an Army.

(a) Vide Appendix, No CCCCII.

" 25. We expreſſed to Lord Cornwallis our ſincere Concern at the Diſappointment he had ſuffered with reſpect to the Bullock Contract. We aſſured him that whatever Plan he might think moſt adviſeable for the future Conduct of this eſſential Part of the Service, would have our fulleſt Concurrence; and we requeſted to be furniſhed with ſuch Information as he might think neceſſary to afford us, with regard to the Defaults of the Contractors.

" 26. Having communicated to Mr. Cockburne, one of the Contractors, the Opinion entertained by Lord Cornwallis of the Contract, and the conſequent Arrangement which had been made, he addreſſed us on the Subject, ſtating the Situations in which the Contractors feel themſelves, owing to the Diſſatiſfaction which his Lordſhip had expreſſed, and the heavy Loſs they muſt ſuſtain if ſome Relief were not afforded them; and ſhewing, that the Failure of the Cattle during the March of the Army to Seringapatam did not proceed from any Inattention on the Part of the Contractors, but to Cauſes that could not be provided againſt, viz. the Want of Forage, the Severity of the Service, and the Inclemency of the Weather.

" 27. We tranſmitted to Lord Cornwallis Copies of Mr. Cockburne's Letters, and obſerved that we ſhould be wanting in Juſtice to that Gentleman if we omitted to notice, that the Zeal and Activity which he had manifeſted in Aid of our Exertions to procure Bullocks for the Army, were deſerving particular Approbation. We informed his Lordſhip at the ſame Time, that, as the Supply of Bullocks now preparing was to be conſidered the Company's Property, we ſhould diſburſe the Sums which the Contractors had advanced, or were to be anſwerable for, on that Account.

" 28. We beg Leave to refer your Honourable Court to our Proceedings of the 2d ult. for Lord Cornwallis's further Obſervations regarding the Defect in the general Principles of the Bullock Contract; but before we cloſe the Subject, it will be right to mention, that his Lordſhip obſerved it was not by any Means his Intention, in pointing out the Defects of the Syſtem, to caſt any Reflection on the Characters of the Gentlemen who held the Contract; and that he thought it in particular a Juſtice due to Mr. Cockburne to declare he entertained ſo high an Opinion of his Zeal and Ability, that if it were poſſible to execute the Buſineſs of the Bullock Department by Contract, he (Mr. Cockburn) would be the Perſon moſt likely to accompliſh it.

(Signed at the End of the Letter)
" Chaˢ Oakeley,
Wᵐ Petrie,
J. Huddleſton."

Read, alſo, from Book 700, the following Extract of a public Letter from the Governor General and Council at Bengal to the Court of Directors, dated the 12th Auguſt 1791, beginning at Paragraph 144 of the ſame Letter.

" Honble. Sirs,

" 144. We need ſcarcely obſerve to your Honourable Court, after the Detail we have entered into in the former Part of this Addreſs on the Subject of certain Contractors, under the Heads of Canton, Fort St. George, and Bombay, that the Subject of Contracts in general, and Contracts which are from their Nature connected with Military Operations in particular, have, from late Occurrences, commanded our Attention with more than common Force. The Subject is indeed of the higheſt Importance in all its Branches to the Proſperity of the Company, but the Conſequences to be apprehended from an unexpected Failure at the moſt critical Period, in Contracts intended for the Supply of the Armies, were they to take Place in their poſſible, and by no Means improbable Extent, may be fatal to the Security of its Dominions in India.

" 145. It would be ſuperfluous to enter more fully on this important Subject in this Place, further than to recommend to your moſt ſerious and deliberate Attention, Two Statements of exiſting Contracts, which, in conſequence of our Orders, were laid before us on the 29th July; our Obſervations upon them, and upon the Contract Syſtem in general, as it applies to the Operations of War, and to the Occaſions of preſſing Neceſſity, with which a State of Hoſtility muſt ever be attended. We have the Honour to forward theſe Papers, Numbers in the Packet. (a)

(Signed at the End of the Letter)
" Chaˢ Stuart,
Peter Speke,
Wᵐ Cowper."

(a) Vide Appendix, Nº CCCCIII.

The Counſel for the Defendant ſtated, that the remaining Document upon this Head was to ſhew that the Principle, purſued by the Defendant, with reſpect to the whole of this Subject, had been confirmed by the Experience of all the other Preſidencies ſince, and by the Court of Directors.

Read, from Book 750, the following Extract of a Conſultation of the 9th July 1791, beginning at Page 634 of the ſame Book.

"At a Council; Preſent,
The Honble. Charles Stuart,
Peter Speke, and William Cowper, } Eſquires.
Earl Cornwallis K. G. Governor General, and Commander in Chief, abſent on the public Service.

"Minute of the Board.

"The Board taking the preceding Statements into Conſideration, think proper to record in this Place the following Obſervations upon them.

"Waiving for the preſent the Diſcuſſion of the general Queſtion relative to the Excellence of the Contract Syſtem (which under ſuitable Circumſtances cannot be denied to poſſeſs the Advantages contended for by its Advocates), the Board will content themſelves with pointing out its Operations ſo far only as the Supply of the Army during a War, or the Relief of our other Settlements, on Occaſions of preſſing Neceſſity is concerned.

"Of the Contracts enumerated in the Statement before the Board, it is obvious that ſeveral are of a Nature, a Failure in which could only be productive of Loſs or Inconvenience in a certain determinate Extent; even the China Remittance negotiated by Mr. Cotton, whatever the Event of it may be, and conſiderable as the Amount of it is, falls under this Deſcription. The Caſe however is widely different in regard to Contracts, upon the punctual Performance of which the Fate of an Army, or the Preſervation of a Settlement, may moſt materially depend." (a)

Read, a further Extract from the ſame Conſultation, beginning at Page 641 of the ſame Book.

Minute and Reſolutions of the Board continued.

"The Contract Syſtem derives the Excellence of Advantages which it poſſeſſes from a different State of Mercantile Credit. It may be a ſafe and proper Mode of effecting an œconomical and unſuſpicious Expenditure of public Money in England, but it is always hazardous, and often miſchievous in India. Here either the loweſt Offer muſt be accepted or rejected at the Peril of Government, who will always reluctantly exerciſe their Diſcretion upon ſuch rigorous Terms, however aware they may be that (generally ſpeaking) the loweſt Propoſer the worſt Performer. The Sufficiency of the Security alone is to be conſidered; but by what Standard is a Point of ſuch Delicacy to be aſcertained. A Man may be generally reputed reſponſible, and may be deemed ſo by the Board collectively and individually, yet the Event may ſuddenly prove him to be a Bankrupt; or if his Competency ſhould be privately doubted, how is private Knowledge or Suſpicion to be made a Ground of public Proceedings: Theſe are not imaginary Difficulties; they have occurred but too often.

"But admitting the Penalty to be realizable in every Caſe; admitting that by preſſing the Securities at the Hazard of overthrowing, or at leaſt of ſhaking it to its Foundation, the whole Fabrick of Mercantile Credit (and thereby perhaps multiplying the Riſks of the Company) no actual pecuniary Loſs be incurred, how will the Account ultimately ſtand. The Advances iſſued for the Erection of an Hoſpital, or the Repair of a Road, may be recovered; the Penalty annexed to a Failure in ſuch Engagements may be exacted and received. It may happen, even that a Contractor may gain more by paying this Penalty, than by performing his Covenant. Diſappointment in theſe Caſes is followed in a certain Degree by Compenſation: but what Puniſhment, what Forfeiture, what Money can compenſate for a Country depopulated by Famine, or for an Army loſt, or an Expedition fruſtrated, by the Avarice of a Bullock, a Grain, a Victualling, or a Ship Contractor.

"Failure however, it ought to be obſerved, may not always proceed from abſolute Avarice or Rapacity in a Contractor. His Engagements were perhaps concluded in the midſt of a profound Peace, and his Calculations framed accordingly. If under ſuch a Circumſtance a War breaks out, he may poſſibly be reduced to the Alternative of ruining either himſelf or the Service. This is ſurely a Situation in which no Man ought to be placed; this is a Foundation on which certainly no important public Intereſts ſhould reſt.

"It is not the Intention of the Board to contraſt with the enormous Evils liable to ariſe from an Adherence in this Country to the Contract Syſtem, the Advantages derivable in certain Circumſtances from a well regulated Agency. They will be ſatisfied if the preceding Reflections (which are the Reſult of Experience and the pure Tribute of Public Duty) ſhould have the Effect of attracting the ſerious Attention of their Superiors at home, who doubtleſsly, whenever the preſent Queſtion ſhall become the Subject of their Deliberation, will not be unmindful of the Benefit which has accrued from the Meaſures of providing the Inveſtment by Agency, inſtead of Contract, and which, joined to other Inſtances in other Departments of well managed Agency, would appear to prove that the Intereſts of the Company are, after all, better underſtood and better attended to by Men whoſe ſole or principal Dependance is upon their Service and Patronage, than by Perſons who unconnected with the former are almoſt wholly precluded from the latter. (*a*)

(a) Vide Appendix, N° CCCCIV.

(Signed at the End of the Conſultation)
" Charles Stuart,
Peter Speke,
William Cowper."

The Counſel for the Defendant ſtated, they ſhould next proceed to give Evidence on the Subject of the Appointment of Mr. Auriol; and firſt to ſhew, that, at the Time of the Appointment of Mr. Auriol to be Agent for Supplies to Madras, there was every Probability of a Famine there.

Read, from Book 742, already delivered in, the following Extract of a Conſultation of the 24th Auguſt 1780, beginning at Page 314 of the ſame Book.

" Fort William, the 24th Auguſt 1780.
" At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
Edward Wheler Eſquire.
Mr. Francis indiſpoſed.
Sir Eyre Coote abſent on a Viſit to the different Stations of the Army.

" Read the following Letter from the Preſident and Council at Fort St. George.

" Gentlemen,

" The Diſtreſs likely to enſue from the Failure of the common Reſources for ſupplying the Settlement with Grain, which muſt inevitably happen whilſt the preſent Troubles in the Carnatic ſubſiſt, render it an indiſpenſable Duty in us to take every Precaution to prevent ſo ſhocking a Calamity: We have, in conſequence, ſuſpended the Collection of the Import Duty on Grain at this Port, until the 1ſt February next; and we earneſtly entreat, that you will uſe every Exertion to encourage the Exportation of Rice from Bengal to this Place, and that you will further inveſt a Quantity on Account of the Honble. Company, to be ſent hither in September or December next.

" Fort St. George,
28th July 1780.
(Signed at the End of the Letter)
" John Whitehill."
(And at the End of the Conſultation)
" Warren Haſtings,
Edw^d. Wheler."

Read, from Book 550, already delivered in, the following Extract of a Conſultation of the 14th December 1780, beginning at Page 36 of the ſame Book.

" Fort William, 14th December 1780.
" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
and
Edward Wheler Eſquire.
Lieutenant General Sir Eyre Coote, abſent on Command at the Preſidency of Fort St. George.

" The following Letter from Lieut. General Sir Eyre Coote, having been received ſince the laſt Meeting of the Board, it was circulated for the Peruſal of the ſeveral Members.

" Gentlemen,

" When at Camp, I was ſurpriſed to regard their Supply of Proviſions, which I found came in ſo ſcanty, as to be ſcarcely ſufficient for One Day's Expence.

" The Town of Madras now live on the Supply lately come from your Quarter, of which there is not enough in Store for One Month's Expenditure. The Country around affords us no Aſſiſtance: They promiſe a Supply of Grain from the North, but none is likely to arrive ſoon: In ſhort, we have no certain Dependance but from Bengal. I muſt therefore requeſt that you afford us

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(*a*) Vide Appendix, N° CCCCIV.

every Aſſiſtance, by ſending conſtant Supplies, and giving every Encouragement to the Importation of all Kinds of Grain to this Place. (*a*)

" Fort St. George,
10th Nov. 1780.

(Signed at the End of the Letter)
" Eyre Coote."

(And at the End of the Conſultation)
" Edw^d Wheler."

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 46 of the ſame Book.

" Agreed, that the following Letter be written to Lieutenant General Sir Eyre Coote.

" Sir,

" We are ſorry to hear of the great Scarcity of Proviſions of which you complain, and ſhall do all that we are able to furniſh Fort Saint George with Supplies of Grain from hence. The large Quantity of Rice which Mr. Ferguſſon engaged to deliver at that Preſidency, is all ſhipped, and we have lately appointed an Agent for providing ſeveral Kinds of Grain, for their Service, in any Quantities which he may be able to procure. (*b*)

(At the End of the Letter)
" We are, &c."

To ſhew, an encreaſing Scarcity of Proviſion ſubſequent to Mr. Auriol's Appointment, notwithſtanding all the Exertions made by the Government of Bengal,

Read, from Book 567, the following Extract of a Conſultation of the 25th January, beginning at Page 280, of the ſame Book.

" Head Quarters, Saint Thomas's Mount, the 10th December 1780.

" Gentlemen,

" My former Letters acquaint you of the Scarcity of Proviſions; our Diſtreſſes on that Score have increaſed daily. It is now Fifteen Days ſince the Europeans of my Army have had a freſh Meal Day, that is, ſince the Day I marched from Cantonments here has not been any One Day enough of Rice for the Sepoys, indeed for the firſt 30 Hours there was not a Grain in the Bazar. I have therefore been under the Neceſſity of having Recourſe to the Garriſon Store; this I confeſs I do with Reluctance. As yet no Supplies have come from the North, nor any more from your Quarter ſince my Arrival. There is not at preſent a Maund of Grain to be purchaſed in the Settlement, ſo that our Cavalry, Draught and Carriage Bullocks, are now fed on what little Paddy can be got. The Draught and Carriage Bullocks are ſtill very deficient; and even in the ſhort March from Chorilly Plain to the Mount, gave too ſtriking a Proof of their Inability to go through a Campaign, by the Difficulty with which they drew our Artillery: Experiencing theſe Difficulties, I may ſay at our own Door, I leave it to yourſelves to judge what might be our Situation, were I immediately to proceed to a greater Diſtance. (*c*)

(Signed at the End of the Letter)
" Eyre Coote."

(And at the End of the Conſultation)
" Edw^d. Wheler."

The Counſel for the Defendant ſtated, they ſhould next refer to a Letter from Sir Eyre Coote, dated 7th January 1781, in Page 1572 of the printed Minutes; to a Letter from Mr. Smith to the Governor General, dated March 22d 1781, in Page 1573-4 of the printed Minutes; to another Letter from the ſame to the ſame, dated March 26th 1781, in Page 1574-5 of the printed Minutes; to a Letter from Fort Saint George to the Government at Bengal, dated April 1ſt 1781, in Page 1575-6 of the printed Minutes; to another Letter from the ſame to the ſame, dated May 13th 1781, in Page 1580 of the printed Minutes; to a Letter from Mr. Smith to the Governor General at Bengal, dated 11th June 1781, beginning in the ſame Page of the printed Minutes; and to another Letter from the ſame to the ſame, dated June 5th 1781, in Page 1581 of the printed Minutes.

(*a*) Vide ſupra Appendix, N° CCXL. (*b*) Vide ſupra Appendix, ibid.
(*c*) Vide ſupra, Page 1569; alſo Appendix, N° CCXLII.

Read, from Book 518, the following Extract of a Secret Conſultation of the 22d October 1781, beginning at Page 496 of the ſame Book.

"Fort William, the 22d October 1781.

Secret Dept. Monday.

"At a Council; Preſent,

Edward Wheler, and John Macpherſon, } Eſquires.

The Honble. the Governor General, abſent on a Viſit to the Northern Provinces.
Lieutenant General Sir Eyre Coote, abſent on Service at Fort St. George.

From Fort St. George.

"Read the following Letter from Fort St. George.

"Honble. Sir, and Sirs,

"The Army having been entirely ſupplied with Proviſion from hence, and the Conſumption of this Settlement ſo encreaſed by the Fugitives from the Cruelties of Hyder, we now, notwithſtanding the great Importations of Grain from Bengal and the Circars, have not 1000 Bags in Store; there are about 18,000 Bags in divers Veſſels in the Road. From the Liſt you ſent us of Ships ſaid to be bound from Calcutta with Grain for the Account of Company and Individuals, there remains 70,000 Bags of Rice to arrive yet here; but by a Calculation of the Conſumption of that Article, reſtrained as it has been by the high Price it bore, and by Regulations in the Vent of it, it is evident that nothing leſs than a Supply of 150,000 Bags will prevent, before the End of the Year, a Famine here, of the Approach of which there appears already ſome moſt affecting Symptoms. Our Letters from the Circars, though they mention Abundance of Grain, declare alſo, the Impoſſibility of ſending it to us through Want of Tonnage. We have indeed taken up the few Ships that could be had here to bring us Proviſions from thence, but the Whole is inconſiderable, comparatively to the Proſpect of our Wants, and it is from your Hands, whoſe Liberality in furniſhing us Troops, Money, and Proviſions, we have ſo long and ſo much experienced, that we muſt expect our chief Support.

"We muſt obſerve, that we had no Aſſiſtance of any Kind from the Southern Parts of this Coaſt; many of the Ports are in Poſſeſſion of our European or Indian Enemies, which has greatly interrupted the Communication; and the Seizure, by ſome of his Majeſty's Squadron, of Veſſels laden with Grain for this Market, as belonging to Black People reſiding under the Protection of the Dutch, is thought to have deterred many others in their Neighbourhood from venturing out with Supplies for us.

"To the Continuance of theſe Evils we are not yet able to foreſee a Termination; for though the Bravery and Diſcipline of our Troops, and the Ability and Experience of Sir Eyre Coote, have been attended with repeated Victories, yet ſuch are the Difficulties that obſtruct his Progreſs, ſuch is the Facility the Enemy poſſeſſes of overrunning and deſolating the Country, that the General entertains but little Hope of enabling us to draw any Supply of Food or Treaſure from it. He has not been able hitherto to penetrate far into the Country, either to the Relief of our remote Garriſons, or to the Attack of the principal Forts held by Hyder.

"As the whole Conduct of the War has been entruſted to him, in conſequence of a Reſolution of the late Adminiſtration here, we have applied to him for a Communication of his Intentions, abſolutely neceſſary to be known to us now, though hitherto we have contented ourſelves either with exerting our Authority in the Manner he deſired, or transferring it to him for the Purpoſe of forwarding his Meaſures. He is now engaged in an Attempt to relieve the Garriſon of Vellore, and poſſibly to attack Arcot, of which the Event will no Doubt determine his future Plans; on which, and on the Neceſſity of our Situation, the Reſolutions of this Preſidency will be founded. If the Enemy ſhould ſtill continue his Depredations in the Carnatic, thereby depriving us in Fact entirely of the Benefit of it, we muſt, with regard to all effectual Reſource, conſider ourſelves as immured within the Walls of Fort St. George; and were even the Enemy to withdraw from our Neighbourhood, ſo effectually have all Traces of Cultivation diſappeared, ſo deſtroyed are the Villages, ſo ruined and diſperſed are the Individuals who were employed in Tillage, that the Inhabitants of the Towns can, during Part of next Year, as well as in the End of the preſent, be by no other Means preſerved from Famine than by external Reſource, moſtly from your Government. (a)

(Signed at the End of the Letter)
"Macartney,
Anth^{y} Sadlier,
W^{m} Williams."

(And at the End of the Conſultation)
"Edward Wheler,
John Macpherſon."

(a) Vide ſupra, Page 2012.

Read, from Book 83, the following Extract of a Conſultation of the 25th February 1782, beginning at Page 401 of the ſame Book.

" Fort William, the 25th February 1782.

Secret Dept.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler, and John Macpherſon, } Eſquires.

" Received a Letter as follows from Fort St. George.

" Honble. Sir, and Sirs,

" We have had the Honour of receiving your Letter of the 26th December laſt, and have a perfect Senſe of the zealous and judicious Efforts of your Government, both in affording us Supplies, and in counteracting the invading Enemy.

(Signed at the End of the Letter)
" Macartney,
Anthy Sadlier,
Wm Williams.

(And at the End of the Conſultation)
" Warren Haſtings,
Edwd. Wheler,
John Macpherſon."

Read, a further Extract from the ſame Conſultation and ſame Letter, beginning at Page 403 of the ſame Book.

" Indeed we have many Cauſes to be ſenſible of your unremitted and zealous Attention to the Safety and Welfare of every Part of this Coaſt, and given, what alone was in our Power, ample Teſtimony of your Exertions in all our Letters to our Honble. Employers."

Read, from the ſame Book, the following Extract of a Conſultation of the 11th March 1782, beginning at Page 544 of the ſame Book.

" Fort William, 11th March 1782.

Secret Dept.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler, and John Macpherſon, } Eſquires.
Lieutenant General Sir Eyre Coote, K. B. abſent on Service at Fort St. George.

" Extract of a Letter from Fort St. George.

" We need not obſerve to you that your Aſſiſtance is now become more neceſſary to our Preſervation than ever. If you can enable us to pay and ſubſiſt our Army, and the expected Reinforcements, we doubt not of fruſtrating the Deſigns of our Enemies, but without thoſe Aids, the worſt Conſequences may be apprehended; but you may rely on every Exertion on our Part to prevent them from happening. (a)

(Signed at the End of the Letter)
" Macartney,
Wm Williams.

(And at the End of the Conſultation)
" Warren Haſtings,
Edwd Wheler,
John Macpherſon."

Read, from Book 534, the following Extract of a Secret Conſultation of the 11th March 1782, beginning at Page 193 of the ſame Book.

" Fort William, the 11th March 1782.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler and John Macpherſon, } Eſquires.
Lieut. General Sir Eyre Coote, abſent on Service at Fort St. George.

" Read a Letter as follows from the Agent of Supplies.

(a) Vide ſupra Appendix, No CCCXXIII.

" Gentlemen,

" Having been ordered to lade as many of Mr. Touchet's Veſſels with Rice for the Preſidency of Fort St. George as could be ready to ſail by the 25th ultimo, I accordingly completed the loading of 20 with 14,432 Bags of Rice, and they proceeded down the River as low as Fulta, where they have ſince been detained by the very ſtrong Southerly Winds which have prevailed for ſome Time paſt.

" As the Southerly Monſoon, though remarkably early, appears now to be thoroughly ſet in, and as it is the general Opinion of the ſeafaring People that theſe Veſſels are incapable of effecting a Paſſage againſt it; I think it my Duty to report to the Board that they are yet advanced no farther than Fulta, (whence however Mr. Touchet aſſures me that he thinks they may proceed in the enſuing Spring, if the Weather is at all moderate), and that by the Accounts which I have received, ſome of them have been damaged by the extraordinary Violence of the Wind and Rapidity of the Stream. (*a*)

(Signed at the End of the Letter)
" J. P. Auriol,
Agent for Supplies to the other Preſidency.
(And at the End of the Conſultation)
" Warren Haſtings,
Edwd Wheler,
John Macpherſon."

To ſhew, that the above Appointment, ſtated in the Charge to have originated in purſuance of a prodigal and corrupt Syſtem of Government on the Part of Mr. Haſtings, was acknowledged by Lord Macartney to have been one of the leading Cauſes to which the Preſervation of that Settlement was owing,

Read, from Book 743, the following Extract of a Letter from Lord Macartney to the Secret Committee, dated 31ſt October 1781.

" Fort St. George, October 31ſt 1781.

" Gentlemen,

" I am happy to do Juſtice to the Governor General and Council of Bengal, for their great Exertions in ſupplying us with Money and Proviſions. To thoſe Exertions I conſider the Preſervation of this Settlement to be in a great Meaſure owing. (*b*)

Secret Dept.

(Signed at the End of the Letter)
" Macartney."

The Counſel for the Defendant ſtated, they ſhould proceed to the next Subject of Accuſation, namely, the Appointment of Mr. Auriol to be Agent of Supplies to the other Preſidencies; and, in Anſwer to the Charge, that this was done, although extraordinary Supplies were not wanted by them, they ſhould ſhew, that the other Preſidencies were in Want of Supplies.

Read, from Book 26, the following Extract of a Conſultation of the 24th July 1780, beginning at Page 776 of the ſame Book.

" Read a Letter and Encloſures from Bombay, as follows:

" Gentlemen,

" In order to prevent as far as we can an apprehended Scarcity of Grain, we have ſent round Two of the Company's Ships to Madras for Cargoes of Rice; and, we requeſt you will encourage the Exportation of that Article from Bengal for the Service of this Preſidency.

" We have the Honour to be, &c.

" Bombay Caſtle,
6th June 1780.
(Signed) " Wm Hornby, &c.
Select Committee."

(And at the End of the Conſultation)
" Warren Haſtings,
Edwd. Wheler."

Read, alſo, from Book 28, the following Extract of a Conſultation of the 11th September 1780.

" Fort William, 11th September 1780.

Pub. Dept.
Monday.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Philip Francis, } Eſquires.
Edward Wheler, }
Lieutenant General Sir Eyre Coote.

" Read, the following Letter, from the Preſident and Council, at Bombay.

(*a*) Vide Appendix, No CCCCV.

(*b*) Vide Appendix, No CCCCVI.

" Honble. Sir, and Gentlemen,

" We ſhall ſhortly ſend round to Bengal our Honourable Maſters Ship the Duke of Grafton, with a Cargo; and if it ſhould be in your Power to furniſh a Cargo for her, we requeſt you will diſpatch her to England, as we are doubtful of our Ability to provide for the Ships expected this Seaſon from England, and for that Reaſon unwilling to leſſen our preſent Stock of Goods. Our Motives for ſending round this Ship will be more fully explained when ſhe is diſpatched; and, if it ſhould not be convenient to you to detain her, we requeſt ſhe may be returned loaded with Rice. Bombay, 30th July.

" We are, with Reſpect, &c.

" Bombay Caſtle,
30th July 1780.

(Signed)
" W^m Hornby,
Jn^o Carnac,
D. Draper,
N. Stackhouſe,
W^m Aſhburnham,
Andrew Ramſay,
Thomas Day.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edw^d Wheler."

Read, from Book 744, the following Extract of a Conſultation of the 1ſt of April 1783, beginning at Page 107 of the ſame Book.

" Fort William, the 1ſt April 1783.

" At a Council; Preſent, Pub. Dept. Tueſday.

The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler,
and
John Macpherſon,
} Eſquires.

" Received the following Letter from the Agent for Supplies.

" Gentlemen,

" Such probably would have been the Caſe with the Contract, which the Preſidency of Bombay informed the Honble. Court of Directors they could have concluded for Rice, deliverable at Bombay at Rupees 5 : 3 P. Bag, at the Time when my Conſignment to them was ſo much higher; at leaſt it is clear the Contractor would have been a conſiderable Loſer by ſuch a Bargain, for only the Freight to Madras, which is leſs than Half the Diſtance, was 4 Rupees per Bag, and the Price of Grain thereabout 9 Rupees per Bag. I very much doubt whether the Contract which was entered into afterwards by the Preſidency of Bombay, and adviſed of in their Letter of 17th Auguſt 1781, for 50,000 Bags of Rice was ever fulfilled by the Contractor. Indeed I have good Reaſon to believe it was not; but the only fair Way of drawing a Compariſon is, from the current and relative Prices at each Place at the ſame Point of Time. I wiſh I could ſay with Preciſion what was the Price of Grain at Bombay, when the Conſignments from hence arrived there. At Madras I am ſure there was always a Profit upon them, and ſometimes a high one; I mean the Difference between the Invoice and the Market Price which I ſtated particularly in my Letter of the 21ſt January 1782, and which is ſince greatly increaſed.

" If the Preſidency of Bombay have it in their Power to make Contracts ſo much cheaper than the Supplies which they receive from this Government, I muſt confeſs it appears extraordinary to me that they ſhould have lately indented to you for 40,000 Bags of Rice. It is proper alſo to take Notice that my Accounts are in Current Rupees, thoſe of Bombay in Rupees of a much higher Denomination. (a)

" Fort William,
24th March 1783.

(Signed at the End of the Letter)
" J. P. Auriol.

(And at the End of the Conſultation)
" Warren Haſtings,
Edw^d. Wheler,
John Macpherſon,
John Stables."

The Counſel for the Defendant ſtated, they ſhould next produce Evidence applying to Bencoolen and Saint Helena.

(a) Vide Appendix, N° CCCCVIII.

Read, from Book 428, the following Extract of a Conſultation of 22d October 1781.

"Fort William, the 22d October 1781.

Pub. Dept. Monday.

"At a Council; Preſent,
Edward Wheler, and John Macpherſon, } Eſquires.
The Honble. the Governor General, abſent on a Viſit to the Northern Provinces.
Lieut. General Sir Eyre Coote, abſent on Service at Fort St. George.

"Gentlemen,

"It is well known that the Stores and other Neceſſaries required by the different Preſidencies from Bengal were formerly provided and ſent from the Buxey's Office, but Complaints were too frequently received of the Badneſs of their Quality, eſpecially from the Iſland of St. Helena. No ſuch Complaints I truſt will be made againſt the Articles furniſhed by me, as I have taken particular Care to procure the beſt, and at the moſt favourable Markets; yet by comparing the Invoices ſent by me to Saint Helena, and thoſe diſpatched in former Years, it will be found that the Rate of Charges on the latter, though the Amount be ſmall, exceed mine very conſiderably, and it muſt be allowed that the actual Price of every Thing is greatly encreaſed within theſe few Years; to elucidate my Aſſertion I need only refer to the Invoice Book in the Accountant General's Office. I could draw a Compariſon alſo between the Price of Articles furniſhed; but as this muſt depend upon the Quality of the Goods and the fluctuating State of the Markets no exact Criterion can be fixed.

"The Stores required of late Years by the Preſidency of Fort Marlbro', have been purchaſed by their own immediate Agents, in order to obviate the Inconveniencies of being furniſhed with Aſſortments of inferior Kinds; but the Contracts entered into by the Settlement for Freight, and the other Engagements which they have concluded for obtaining their Supplies (I have Reaſon to think, though I cannot aſcertain it) will be found more expenſive and uncertain than the Mode now adopted. (*a*)

(Signed at the End of the Letter)
"J. P. Auriol.
(And at the End of the Conſultation)
"Edward Wheler,
John Macpherſon."

The Counſel for the Defendant informed the Houſe, that the Charge having ſtated 'that the Defendant gave Mr. Auriol a Commiſſion of 15 per Cent. although he required only the uſual Commiſſion, and though the Defendant knew that 5 per Cent. was the cuſtomary Allowance to Merchants employed in Tranſactions of the like Nature;' they ſhould next ſhew, that the Commiſſion alledged in the Charge as having been given to Mr. Auriol, was the uſual Commiſſion in ſuch Caſes.

Read, from Book 210, the following Extract of a Revenue Conſultation of the 17th March 1775, beginning at Page 1104 of the ſame Book.

"Fort William, 17th March 1777.

Rev. Dept. Friday.

"At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Lieutenant General Clavering,
The Honble. George Monſon,
Philip Francis Eſquire.
Mr. Barwell abſent.

Mr. Francis's Minute regarding Mr. Livius, who is appointed Military Storekeeper.

"The Office of Military Storekeeper having been now for a conſiderable Time vacant, and no Perſon having yet been propoſed for that Office by any Member of the Board, Mr. Francis begs Leave to remind the Board of the ſtrong Recommendation and high Character which we have received from the Court of Directors of Mr. George Livius, and to propoſe him to the Conſideration of the Board for the above Vacancy.

"His declining the Poſt of Sub-Accountant in Favour of Mr. Larkins, who had for a long Time executed the laborious Duties of it with the greateſt Credit, is an additional Incitement to Mr. Francis to endeavour to carry the Intentions of the Honble. Court of Directors in Mr. Livius's Favour, as ſoon as poſſible, into Effect. Mr. Francis begs Leave to add, from his own Knowledge, that Mr. Livius's Character does, in every Reſpect, correſpond with, and juſtify the urgent and powerful Recommendation given of him by the Honble. Court of Directors.

"Agreed to by the Board.

(Signed at the End of the Conſultation)
"J. Clavering,
Geo. Monſon,
P. Francis."

(*a*) Vide Appendix, N° CCCCVIII.

Read, from Book 691, the following Extract of a Conſultation of the 17th of Auguſt 1775, beginning at Page 68 of the ſame Book.

“ Fort William, the 17th Auguſt 1775.

“ At a Board of Inſpection; Preſent, Thurſday.

The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
Lieut. General John Clavering,
The Honble. George Monſon,
Richard Barwell,
and
Philip Francis, } Eſquires.

Mr. Francis's Opinion on the Propoſals for the Supply of the Military Stores.

“ Mr. Francis.—The ſeveral Checks which have been eſtabliſhed by the Board of Ordnance upon the Proviſion, Iſſue, and Expenditure of Military Stores, and which did not exiſt before the Inſtitution of that Board, make it impoſſible, in my Opinion, for any Fraud, Overcharge, or Embezzlement, to happen in the Storekeeper's Department, without being liable to immediate Detection; in other Reſpects I think it will be greatly for the Benefit of the Service, and cheaper to the Company, than any Mode yet adopted, that the Storekeeper ſhould provide the Stores at the Price fixed in the Book of Rates, and be allowed a Commiſſion as Agent for his Riſk and Trouble. It is to be obſerved, that he can deliver no Stores, but according to Indents firſt paſſed and approved by the Board of Ordnance; that that Board are to judge of the Quality of the Stores, in caſe of Diſpute, and oblige him to take back ſuch as they diſapprove; that the Cuſtody and Expenditure of the Stores are now committed to the Commiſſary of Stores; and, what I conſider as an Argument of principal Weight, that the Storekeeper is reſponſible with his Office for Miſconduct in any Branch of it. It is therefore my Opinion, that the Storekeeper's Propoſal be accepted for One Year.

“ Mr. Barwell—I concur in Opinion with Mr. Francis.

“ Colonel Monſon—I am of the ſame Opinion with Mr. Francis, that the Storekeeper's Propoſal be accepted for One Year.

“ General Clavering—I am of the ſame Opinion with Mr. Francis, that the Storekeeper's Propoſal ſhould be accepted for One Year.

“ Governor General—It has always been my Opinion, and frequently declared, that the Heads of Offices are the fitteſt, and (other Circumſtances equal) the beſt qualified by their Offices for ſupplying the Stores wanted for their Offices, whether by Agency with a fixed Commiſſion, or by a reaſonable Contract, is immaterial, with the Exception of thoſe Offices in which the ſame Stores are provided and expended. The Military Storekeeper has only the Proviſion and nominal Charge of the Stores, but not the actual Charge nor Expenditure. The Commiſſary of Stores is an immediate Check upon him and the Colonels of Brigades, with every Officer holding a ſeparate Command; every Commiſſary and Quarter Maſter in the Army are ſo many ſubordinate Checks upon both. For theſe Reaſons I approve of Mr. Livius's Propoſal, that is, I approve of his being appointed the Agent for the Supply of all Military Stores at the Rates which are fixed by Colonel Dow's Book of Rates, with a Commiſſion of 15 per Cent. But as this in Effect will be the ſame as a Contract, he ſhould be made liable to a Penalty for Deficiencies, and for that Penalty I recommend the Mode fixed upon in the Advertizements publiſhed by the Board of Ordnance.

“ Agreed, That it be an Article in the ſeveral Contracts for ſupplying the Stores, that the Penalty on deficient Deliveries ſhall be equal to the Contract Price of the Articles which the Contractor ſhall fail to ſupply, to be deducted from the Amount of his monthly Bills.

“ Agreed, That the above be communicated to Mr. Adams, and that he be called upon to mention his Securities.

(Signed at the End of the Conſultation)

“ Warren Haſtings,
J. Clavering,
George Monſon,
Richd Barwell,
P. Francis.”

The Counſel for the Defendant ſtated, they ſhould next ſhew that a Commiſſion of 15 per Cent. was allowed the Agent for the Proviſion of Gun Carriages.

Read, from Book 745, the following Extract of a Conſultation of the 31ſt October 1776, beginning at Page 242 of the ſame Book.

" Fort William, 31ſt October 1776.

" At a Board of Inſpection; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
Philip Francis Eſquire,
Lieutenant General Clavering and Mr. Barwell indiſpoſed.

" Read the following Letter from the Secretary of the Board of Ordnance to the Honourable the Governor General and Board of Inſpection.

" Gentlemen,

" And that he, or the Perſon to whomſoever the Superintendency of the Work may be committed, be allowed a Commiſſion of 15 per Cent. on the full Coſt of the Carriages made up under his Direction. (*a*)

(Signed at the End of the Letter)

" Ordnance Office,
26th Auguſt 1776.

" John Murray,
Secr Bd Ordc."

Read, a further Extract from the ſame Conſultation, beginning at Page 243 of the ſame Book.

" Agreed, that the Plan recommended by the Board of Ordnance for furniſhing ſuch Gun Carriages as may be wanted in future for the Service, be approved, and that they may be deſired to carry it into Execution. (*b*)

(Signed at the End of the Conſultation)

" Warren Haſtings,
Richd Barwell,
P. Francis."

To ſhew, that the Allowance to the Agent Victualler of Marines was firſt 15 per Cent. and then 30 per Cent. upon its being turned into a Contract,

Read, from Book 511, the following Extract of a Conſultation, dated 7th September 1778, beginning at Page 120 of the ſame Book.

" Fort William, the 7th Septr 1778.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richd Barwell,
Philip Francis, } Eſquires.
Edward Wheler,

" Read the following Letter from Mr. D. Cumming.

" Honble. Sir, and Sirs,

Mr. D. Cumming.

" As the Marine Eſtabliſhment for the Defence of Bengal will of courſe require an Agent of Supplies for all Naval as well as Victualling Stores, I beg Leave to offer my Services in this Capacity; and to ſupply whatever Stores or Proviſions may be wanted, at the uſual Advance of 15 per Cent.

(Signed at the End of the Letter)

" D. Cuming.

(And at the End of the Conſultation)

" Warren Haſtings,
Rich. Barwell,
P. Francis,
Edd. Wheler."

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 121 of the ſame Book.

" Ordered, that the above Letter lie for Conſideration."

(*a*) Vide Appendix, No CCCCIX.

(*b*) Vide Appendix, ibid.

Read, alſo, the following Extract of a Public Conſultation of 14th September 1778, beginning at Page 204 of the ſame Book.

"Fort William, 14th September 1778.

"At a Council; Preſent,

The Honble. Warren Haſtings, Governor General, Preſident;
Rich^{d} Barwell,
Philip Francis, } Eſquires.
Edw^{d} Wheler,

"Reconſidered the Letter from Mr. David Cummings, recorded the 10th inſtant.

"Mr. Barwell.—I move that the Services of Captain David Cummings, as Agent Victualler, and Agent for Supplies for Marine Stores to the armed Veſſels, under the Command of Commodore Richardſon, be accepted; and that he be accordingly appointed Agent Victualler and Agent of Supplies for Marine Stores, and that in lieu of all Charges of Salary, &c. to be allowed a Salary of 15 per Cent. on his Purchaſes of Stores, agreeably to the Rates fixed for ſuch Stores.

"Governor General.—I propoſe as an Amendment, that the Terms 'and Agent of Supplies for 'Marine Stores' be omitted, as the Proviſion of theſe properly and officially appertain to Mr. Keble the Naval Storekeeper.

"Mr. Barwell.—I did not underſtand that the Marine was ſupplied from any of the fixed Storehouſes, it was only with Intention that the Iſſues of Stores for the Service of the Marine might proceed from ſome fixed Office, and proceed from ſome regular Office, that I propoſed giving the Supplies to Mr. Cummings, agreeably to the Offer he made the Board of his Services. I agree entirely with the Governor General, that the Naval Storekeeper ought to ſupply ſuch Stores as may be required for the Marine. I agree to the Amendment.

"Mr. Wheler.—I agree to the Motion as it now ſtands with the Governor General's Amendment.

"Mr. Francis.—I have no Objection to the Appointment of Mr. Cummings Agent Victualler, provided the Prices of the ſeveral Articles, which he is to furniſh, and by which the Allowance to him is to be regulated, is firſt aſcertained: I think that the Board ſhould alſo be informed in what Manner he propoſes to conduct this Service.

"Governor General.—I agree to the Motion: It is probable that the Liſt of Victualling Stores, provided by Mr. Belli, which is the only Table of eſtabliſhed Rates, may not contain all the Articles required for the Marine, it will be proper therefore to draw up a complete Table; taking this with the Rates of Stores comprized in it, and adding ſuch others as the Marine Service may require, with the Current Prices affixed to them. This the Secretary may perform, taking the Aſſiſtance of Mr. Richardſon, for the Articles of victualling Stores required. Mr. Francis very properly remarks, that the Board ſhould be informed by what Means Mr. Cummings propoſes to conduct this Service.

"Reſolved, that Mr. David Cumming be appointed Agent Victualler of the armed Veſſels under the Command of Commodore Richardſon.

(Signed at the End of the Conſultation)

"Warren Haſtings,
Rich^{d} Barwell,
P. Francis,
Edw^{d} Wheler."

Read, alſo, from Book 511, the following Extract of a Conſultation of the 15th October 1778, beginning at Page 613 of the ſame Book.

"Fort William, 15th October 1778.

"At a Council; Preſent,

The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell,
Philip Francis, } Eſquires.
and Edward Wheler,

"Reſolved, alſo, that the Agent Victualler be authoriſed to form ſuch an Eſtabliſhment of Servants as he may find neceſſary for carrying on the Buſineſs of his Office, and to charge the Amount of their Wages with the other contingent Charges that will not admit of Vouchers, in a monthly Bill to be delivered in upon Honour. (a)

(Signed at the End of the Conſultation)

"Warren Haſtings,
Rich^{d} Barwell,
P. Francis,
Edw^{d} Wheler."

(a) Vide Appendix, N° CCCCX.

Read, from Book 16, the following Extract of a Letter from Bengal, dated 30th November 1778, beginning at Page 279.

" Honble. Sirs,

" Par. 11. With reſpect to the Method of ſupplying the Two Eſtabliſhments with Stores and Proviſions, which are to be ſerved out according to the Rules laid down in His Majeſty's Navy, Captain Price has engaged to purchaſe theſe Articles, when required, for his Ship the Royal Charlotte and the Reſolution, at the loweſt Prices at which they ſhall be procureable, delivering in Accounts thereof upon Honour, and being allowed a Commiſſion of 15 per Cent for his Trouble.

" 12. But as the Marine under Commodore Richardſon will be a more permanent Eſtabliſhment, we have ordered that the Stores ſhall be furniſhed by the Naval Storekeeper, and the Proviſions ſupplied by an Agent Victualler, whom we have appointed for that Purpoſe, with Liberty to draw the uſual Commiſſion upon the Amount.

(Signed at the End of the Letter)

" Warren Haſtings,
Richard Barwell,
P. Francis.
Edw^d Wheler."

Read, alſo, from Book 746, the following Extract of a Conſultation 21ſt January 1779, beginning at Page 389 of the ſame Book.

" Fort William, 21ſt January 1779.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richard Barwell, }
Philip Francis, } Eſquires.
Edw^d. Wheler, }

" Read the following Letter from Mr. David Cumming.

" Honble. Sir, and Sirs,

" I beg Leave to repreſent to you, that when I had the Honour to lay my Propoſals before you to ſupply the Fleet with Stores and Proviſions, the furniſhing the former was my principal Object, or I ſhould have been more particular with regard to the latter.

" It is neceſſary to obſerve that One Year's Proviſions ſhould be at all Times held in Readineſs for the Fleet, and that the only Time for providing the principal Part of the Articles is during the cold Months; alſo, that they are every one of them from their Nature periſhable. For my Trouble I am to draw a Commiſſion of 15 per Cent. but I don't apprehend it to be a Part of my Engagement to replace the Stores that may periſh, as ſuch a Commiſſion would never compenſate for the certain Loſs that muſt ariſe on the Decay of a Year's Proviſion, laid in at one Time, before it could poſſibly be expended.

" Theſe Conſiderations I beg Leave to ſubmit to your Honourable Board, and, conceiving that you may wiſh to have the Branch of the Marine Charge aſcertained, I beg Leave to propoſe that I be permitted to hold the Contract on the ſame Terms Commodore Richardſon did, which was 12 Sicca Rupees each Man per Month. I will then engage to ſupply the Marine, agreeable to the Rules already eſtabliſhed, and ſtand to every Loſs that may happen until the Delivery of the Proviſions to the proper Officers of the Ships.

" As the Allowance of Candles, Fire Wood, and Oil, has not yet been fixed, I beg Leave to propoſe that the Ships be ſupplied with thoſe Articles, agreeable to the eſtabliſhed Cuſtoms obſerved in the Bombay Marine, making proper Allowances for the different Rates of the Ships.

" I am, &c.
" Calcutta, the 9th January 1779. (Signed) " David Cuming."

" Governor General.—As a Doubt has been ſuggeſted reſpecting the Reſponſibility of the Victualling Stores provided by Mr. Cumming, I think it neceſſary that that Doubt ſhould be ſolved before we proceed to the other Points of Mr. Cumming's Letter. The Reſolution of the Board, by which Mr. Cummings holds his Appointment, expreſſes that he ſhould be Agent Victualler of the armed Veſſels under Commodore Richardſon; and that in lieu of all Charges of Salary, &c. he was to be allowed a Commiſſion of 15 ℔ Cent. on his new Purchaſes of Stores, agreeable to their fixed Rates. The Doubt now ſuggeſted is, whether the Riſks of Loſſes and Decays in the Stores provided by Mr. Cummings is to lie on him or on the Company. I beg Leave to ſubmit this Queſtion to the Board for their Deciſion, premiſing my own Opinion that as Agent his whole Profits muſt be ſuppoſed to be bounded by his Commiſſion, and in Effect I believe it will prove ſo, as the Rates which have been fixed for his Stores were the Current Rates of the Buzar at the Time in which they were Firſt eſtabliſhed, of courſe he ought not to be ſubjected to any Riſk.

"Mr. Wheler.—Mr. Cumming though termed an Agent Victualler is in the ſtricteſt Senſe of the Words a Contractor for Proviſions, and as ſuch, in my Opinion, he muſt either take upon himſelf the Riſk of the Proviſions he ſhall furniſh being ſound and fit for uſe, from the Time of Delivery to certain Periods, ſay Six or Twelve Months, or ſubmit the ſame to the Inſpection of ſome Perſons as ſhall be appointed by Government to receive them, and to the Loſs of all ſuch Part as ſhall be regularly condemned within the fixed Periods.

"Mr. Francis.—Mr. Cumming, in his Letter recorded the 7th September, propoſes 'to ſupply whatever Stores or Proviſions might be wanted at the uſual Advance of 15 ℘ Cent.' He had alſo an Eſtabliſhment allowed him to enable him to conduct this Service with greater Eaſe and Security to himſelf. The Coſt of the ſeveral Articles is fixed by Rates, conſequently it is poſſible he may be a conſiderable Gainer on the Purchaſe. The Commiſſion of 15 per Cent. I underſtand to be in lieu of all Charges and Riſques whatever; if not, I cannot conceive what Service he performs that ſhould entitle him to that Allowance, if he is not to be anſwerable for the Quality and Preſervation of the Articles he furniſhes. It may happen that his Supplies may periſh within a Week, or even within a Day, after they are delivered, and the Company muſt bear the Loſs without a Remedy; and the ſame Perſon who ſupplied theſe bad Proviſions will have the Advantage of replacing them, conſequently we make it his Intereſt to deliver Proviſions of ſuch a Quality as may keep, not the longeſt but the ſhorteſt Time poſſible. For theſe Reaſons, as well as the others aſſigned by Mr. Wheler, I entirely concur in his Opinion.

"Mr. Barwell.—I ſee alſo the Weight of the Objections that have been already urged; but I think them rather ſtrained, and a particular Diffidence expreſſed of this Gentleman's Integrity, which had not Place before, when the Market Rate of Stores for the different Store Offices at the Preſidency were fixed, and a Commiſſion allowed to the Storekeepers and Commiſſioners of 15 per Cent. ſimply for their Trouble in buying Stores upon Indents, deliverable immediately on their Purchaſe, and for keeping the Accounts. That it may be Mr. Cumming's Intereſt to provide bad Stores, or ſuch as will almoſt immediately periſh, to give Occaſion for the Purchaſe of other Quantities, is poſſible, but not more ſo in his particular Office than any other. By his Appointment he is ſimply an Agent for the Purchaſe of Victualling Stores for the Armed Veſſels, and the Commiſſion was propoſed in lieu of Salary. There is no Contract exiſting between the Company and him; none was ordered to be drawn, of courſe both are at Liberty to recede. I have no Objection to an Offer being made to Mr. Cumming on Behalf of Government, that he ſtand to all Loſs, and of converting the Agent into a Contractor. If the Offer is not agreeable to him, the Secretary at the ſame Time he communicates it ſhould be inſtructed to call upon Mr. Cumming to propoſe the Conditions on which he will contract.

"Mr. Wheler.—I ſhould be very ſorry to have it thought that I meant in any Degree to reflect on the Interity of Mr. Cumming. The Regulations I propoſed will, I believe, when duly conſidered, be found too uniform and general to bear any ſuch Conſtruction. I have myſelf been concerned in very extenſive Contracts for the Proviſion of Part of his Majeſty's Forces in America, and chearfully ſubmitted to the Regulations which I now preſcribe, viz. an Inſpection of the Proviſions when delivered, and likewiſe an Engagement that the ſame ſhould remain ſound and good at various Periods and Places as ſpecified in the Agreement.

"Mr. Francis.—I do not think there is the ſmalleſt Reſemblance between the Caſe of Mr. Cumming and that of the ſeveral Heads of Offices, who are allowed to ſupply Stores in their reſpective Departments on certain Terms, and under certain Regulations. Thoſe Gentlemen are entitled to ſome Emoluments in virtue of their Offices, as they have no Salary, and, I firmly believe, that conſidering the Nature of the Truſt inevitably repoſed in them, a more ſafe and prudent Method could not be choſen of giving them thoſe Emoluments. If they are not allowed fair and open Profits, they will have others. On the other Hand, the Stores they ſupply are not of a periſhable Nature like Proviſions, they are not called for in large Quantities for the poſſible Supply of long Periods, but indented for monthly as they are wanted, and preciſely according to the Quantities which are immediately required. They are anſwerable for the Quality of their Stores, which are applied and expended in the Service as ſoon as they are delivered. Mr. Cumming is not in this Predicament. He is not the Head of an Office, nor has he any Connection officially with the Buſineſs he has undertaken. His Offer to us was a voluntary one, and ſuch as we might have received from any other Individual. I do not queſtion his Integrity, but in the Tranſaction of Buſineſs, I will not truſt to that Principle of Action whenever it is in my Power to place an official Check over the Execution of any Engagement between Government and Individuals.

"Governor General.—All the Arguments juſt urged by Mr. Francis prove that the other Agencies derive a certain Profit from their Supplies with no Riſk. Their Stores are not of a periſhable Nature, therefore the Reſponſibility cannot affect the Agents, but they are all purchaſable in the Buzar from which they may be taken as they are wanted, and immediately delivered without any poſſible Chance of their periſhing by the Way; and the Rates on which the Commiſſion is taken, are, I am afraid, a Source of conſiderable Profit not intended by the Board; nay, if I miſtake not, many of the Articles ſpecified by the Book of Rates, are firſt taken from the Company's Stores at an Advance of 25 per Cent. on the Prime Coſt, then again ſupplied to the Company at the Rates preſcribed by the Book, with the Commiſſion of 15 per Cent. added to them. Theſe are neither fair nor open Profits, if ſuch exiſt, as I believe they do. Mr. Cumming is ſuppoſed to gain by the eſtabliſhed Rates of his Stores. I believe he is as likely to be a Loſer by them, as I know that they were taken from the actual Coſts of thoſe Articles in the Market at the Time in which the Rates were formed. Mr. Barwell has introduced a Propoſal to the Board which has prevented mine, which would have been to place Mr. Cumming's Agency preciſely on the Footing of Mr. Belli's, which is to allow him 15 per Cent. for his Agency in the Proviſion of the Stores, and 15 per Cent. for his Riſk in Loſſes and Decays, and then to throw the Riſk on him. This I think would have been a reaſonable Allowance, and would free the Expence from Contingencies; but for the preſent I agree to the Motion introduced by Mr. Barwell.

" Mr. Francis.—I am ſorry to be obliged to continue this Debate, but ſome Words which have fallen from the Governor General make it neceſſary. The Rates preſcribed by the Book to the ſeveral Heads of Offices were fixed in that Manner in order to limit and aſcertain the Company's Expence, and to avoid the Inconvenience of compelling Individuals, in Matters purely of Contract and Buſineſs, to determine between their Honour and their Intereſt; but it never was underſtood, to my Knowledge, that the Agents ſhould not be at Liberty to purchaſe their Stores on the moſt favourable Terms to themſelves. In the Prices of ſome Articles fixed by the Book of Rates I know they are Loſers; in others, I doubt not they are Gainers. It is natural that they ſhould endeavour to gain upon them all, nor is it of any Moment to us whether they do or not.

" The only Way by which they can gain on the Purchaſe Price, is by contracting for large Quantities on which of courſe there muſt be a Riſk. They muſt judge very ill for their own Intereſts, if they go to the Buzar, for every Article they may occaſionally want. With reſpect to the Fact intimated as Matter of Belief not aſſerted by the Governor General, viz. ' That many of the ' Articles ſpecified by the Book of Rates, are firſt taken from the Company's Stores at an Ad-' vance of 25 per Cent. on the prime Coſt, then again ſupplied to the Company at the Rates pre-' ſcribed by the Book, with the Commiſſion of 15 per Cent. added to them,' I am of Opinion it is a Point that deſerves immediate Enquiry. For my own Part, I am convinced the Governor is miſtaken. The Storekeepers are not allowed to ſupply any Articles already in the Company's Stores, nor do I know of any Inſtance in which the 15 per Cent. is charged on the Book Price on Articles purchaſed at the Company's Warehouſes. In the troubleſome Office which I hold, I do my utmoſt to prevent Frauds of this Kind; and I ſhall hold myſelf indebted to the Governor General, if he will be ſo good as to point out to me a Fact, or the Means of diſcovering a Fact of ſuch a Nature.

" Governor General.—We have wandered ſo far from the Subject of Debate, that though I am compelled to reply, my Reply ſhall be ſhort. The Book of Rates does not contain the Rates at which their reſpective Articles are to be purchaſed at the Market, but arbitrary Rates, greatly exceeding in every capital Inſtance the higheſt Market Prices. As to the Inſtance which Mr. Francis deſires me to produce, I will mention one which has accidentally come to my Knowledge within theſe few Days, and leave it to Mr. Francis, as he has deſired it, for a Subject of his Enquiry. Canvas is an Article of the Book Rates, and I underſtand it has been taken out of the Company's Warehouſe, with the Advance allowed, as an Indulgence to the Company's Servants at the ſame Office from which it is iſſued, at an Advance of 15 per Cent. upon the Price preſcribed by the Book of Rates. I ſhall here beg Leave to cloſe this diſagreeable Subject, which, as I before obſerved, has no Relation to the Queſtion before us, although a proper Subject of Conſideration by itſelf.

" Mr. Francis.—I have no Sort of Objection to reform the Book of Rates, if it ſhould be found neceſſary: With reſpect to the other Matters, I ſhall make the ſtricteſt Enquiry I can into them.

" Agreed to Mr. Barwell's Propoſition; and ordered that the Secretary do communicate the ſame to Mr. Cumming.

(Signed at the End of the Conſultation)

" Warren Haſtings,
P. Francis,
Edw. Wheler."

Read, from the ſame Book, the following Extract of a Public Conſultation of the 28th January 1779, beginning at Page 461 of the ſame.

" Fort William, 28th January 1779.

" At a Council; Preſent,

The Honourable Warren Haſtings, Governor General, Preſident;

Richard Barwell,
Philip Francis,
Edward Wheler, } Eſquires.

* Sic in Orig. " Read, the following Letter from Mr. Daving Cumings.*

" Honble. Sir, and Sirs,

Mr. Cuming. " I beg Leave to obſerve, that my Propoſals for ſupplying the Marine with Proviſions, is not in the Nature of a Contract; it is impoſſible that it ſhould be ſo; for the Commiſſion I aſked did not exceed the Agency allowed to every Head of Office; and, as the Service I offered to perform was of a Nature that required much of my Time and Attention, I flattered myſelf you would make that Allowance to me in lieu of Salary ordered to your Heads of Offices.

" I had not the moſt diſtant Idea of engaging in a Contract: I propoſed nothing for myſelf in undertaking for the public Service, beyond a very moderate Pittance, to compenſate me in ſome Degree for my Trouble. However, if it be more agreeable to the Board, that I ſhould engage in a Contract to replace the Proviſions that may periſh, I will do it; but do not apprehend I can undertake to bear this Loſs unleſs the Board are pleaſed to allow me, in Addition to my preſent Commiſſion, and Office Charges, a Premium of 15 per Cent.;—the Heat of a Ship's Hold being extremely deſtructive to every Species of Stores.

" If the Honourable Board approve a Contract on theſe Terms, I am ready to execute one; if not, and they inſiſt on my ſtanding to the Riſk of Loſs by Decay of Stores, and that I ſhall make up ſuch Loſs from my Commiſſion; I hope they will not be diſpleaſed if I decline to accept their Propoſition, and to beg Leave to be diſcharged from my Office of Agent Victualler.

" Fort William, " I am, &c.
27th January 1779. (Signed) " D. Cuming."

" Governor General.—As the Offer made by Mr. Cumming is preciſely in the Terms of that which I delivered it as my Opinion ſhould be made to him on the Part of the Board, I move that it be agreed to.

" Mr. Wheler.—My Reaſon for ſaying that Mr. Cumming muſt either take upon himſelf the Riſk of the Proviſions he ſhould furniſh, being ſound and fit for Uſe, from the Time of Delivery to a certain Period, or ſubmit to the Inſpection of Perſons appointed by Government to receive the Proviſions, and to the Loſs of ſuch Part as ſhould be regularly condemned within the fixed Period, aroſe from a Conviction that Mr. Cumming had a Remedy againſt thoſe of whom he purchaſed, in Caſe the Articles ſo purchaſed proved defective; conſequently, the Company ought to have the ſame Remedy againſt Mr. Cumming. I am not competent * whether 15 per Cent. in Addition to Prices fixed by the Buzar Rates is, or is not adequate to the Riſk, but I ſhall give it the Preference to an open unguarded Contract, and as it is recommended by the Governor General I ſhall accede to the Propoſal.

* Sic in Orig.

" Mr. Francis.—I adhere to the Opinion I gave on this Subject laſt Thurſday.

" Mr. Barwell agrees to the Queſtion.

" Agreed that Mr. Cumming be allowed 15 per Cent. upon the fixed Rates of the different Articles which he ſupplies, in Addition to the former Eſtabliſhment, for the Riſk of Loſs or Decay; and that he be required to keep the Marine conſtantly ſupplied with good Proviſions on theſe Terms.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Richd Barwell,
P. Francis,
Edwd Wheler."

The Counſel for the Defendant ſtated, that the next Inſtance they ſhould produce was the Boat Agent, who was allowed 15 per Cent. Commiſſion.

Read, from Book 567, the following Extract of a Conſultation of the 14th January 1781, beginning at Page 1380 of the ſame Book.

" Fort William, 14th January 1781.
" At a Council, Preſent;
" The Honourable Warren Haſtings, Governor General, Preſident;
Edward Wheler Eſquire,
Lieut. General Sir Eyre Coote, K. B. abſent on Command at Fort St. George.

" Reſolved, that Mr. Francis Fowke be inveſted with the Appointment of Agent for the Proviſion of all Boats to be employed for the Military Services of this Eſtabliſhment, with an Allowance of a Commiſſion of 15 per Cent. upon all his Diſburſements in this Office; the executive Charge of which is to take Place from the Period of the Expiration of Colonel Morgan's preſent Contract, and that to that Time, and for Three Months following it, he be permitted to draw his preſent Allowance of 1,000 Rupees per Month.

(Signed at the End of the Conſultation)
" Edwd Wheler."

The Counſel for the Defendant ſtated, the next Inſtance they ſhould produce was an Allowance to Colonel Morgan of 15 per Cent. being the uſual Allowance on Diſburſements for Secret Intelligence.

Read, from Book 695, the following Extract of the Proceedings of a Board of Inſpection of the 31ſt May 1781, beginning at Page 517 of the ſame Book.

“ Fort William, the 31ſt May.

“ At a Board of Inſpection; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident;
and Edward Wheler Eſquire.
Lieutenant General Sir Eyre Coote gone to the Coaſt of Coromandel.

Colonel Morgan's. Reſolutions thereon.
* Sic in Orig.

“ Agreed, That his Bill for Secret Intelligence be paſſed; and that he be informed the Board refuſed to paſs his Bills before, in Conformity to the Inſtructions from the Court of Directors poſitively * that no fixed Charge ſhould be allowed for Secret Services; however the Board taking this Matter into Conſideration, and agreeing with the Court of Directors, that it is an Expence in its Nature variable, and depending entirely upon the Diſcretion and Honour of the Perſon drawing it, with which Idea a fixed Charge is incompatible;

* Sic in Orig.

“ Reſolved, That the Board being perfectly ſatisfied with the Explanation and Aſſurance which Colonel Morgan has given them, * that they agree to paſs this Bill, and authorize him to continue drawing the Commiſſion of 15 per Cent. on all future Advances which he may make on this Account, admitting the paſt. (*a*)

(Signed at the End of the Conſultation)
“ Warren Haſtings.”

The Counſel for the Defendant ſtated, that the next Inſtance was the ſame Allowance to Colonel Morgan of 15 per Cent. on his Diſburſements for Grain.

Read, from Book 747, the following Extract of the Proceedings of a Board of Inſpection at Bengal of the 14th March 1782, beginning at Page 287 of the ſame Book.

“ Fort William, 14th March 1782.

“ At a Board of Inſpection; Preſent,
Edward Wheler,
and } Eſquires.
John Macpherſon,
The Honble. the Governor General indiſpoſed.

“ Read, the following Letter from Colonel James Morgan.

“ To the Honble. Warren Haſtings Eſquire, Governor General, Board of Inſpection.

“ Honble. Sir, and Sirs,

“ I have likewiſe encloſed the Invoice of the Grain which was ſent down to Chunar by the Honble. Governor General's Directions, with Colonel Blair's Receipt for it, and the Bill I have made out on that Account.

“ The Price charged for the Grain, &c. is the ſame with what it was ſold at in my Camp, and as the Governor General was pleaſed to direct me to make a reaſonable Charge on it, I have allowed to Suwary Sing 15 per Cent. which in my Opinion is an equitable and moderate Charge in Conſideration of this Trouble, and his advancing the Money which he has been out of now for ſeveral Months, and I hope the Board will not deem it too much.

“ Upon an Examination of the Bills, the Balance due to me will be found to be 3,252 Rupees, which I beg Leave to requeſt you will be pleaſed to give Directions for my being paid by the Paymaſter here. (*b*)

“ I have the Honour to be,
Honble. Sir, and Sirs,
Your moſt obedient and humble Servant,

“ Camp near Cawnpore,
22d February 1782.

“ James Morgan,
Colonel Commanding in the Field.”

Read, a further Extract from the ſame Proceedings, beginning at Page 289 of the ſame Book.

“ Agreed, that the Balance of Colonel Morgan's Account, being 3252 S^{a} Rupees, be diſcharged, with the 15 per Cent. Charges of Commiſſion on his Diſburſements. (*c*)

(Signed at the End of the Proceedings)
“ John Macpherſon.”

(*a*) Vide Appendix, N° CCCCX.

(*b*) Vide Appendix, N° CCCCXI.

(*c*) Vide Appendix, ibid.

The Counſel for the Defendant ſtated, the next Inſtance they ſhould produce was an Allowance to Captain Rotton of 15 per Cent. on his Diſburſements for Public Buildings, viz. an Hoſpital.

Read, from Book 747, the following Extract of the Proceedings of a Board of Inſpection at Bengal, of the 30th May 1782, beginning at Page 535 of the ſame Book.

"Fort William, 30th May 1782.

"At the Board of Inſpection; Preſent,
The Honourable Governor General, Preſident;
Edwd Wheler,
and } Eſquires.
John Macpherſon,

"To the Honourable Warren Haſtings Eſquire, Governor General, and Members of the Board of Inſpection.

"Gentlemen,

"I have been acquainted, by a Letter from your Secretary, that the Eſtimates for erecting temporary Hoſpitals at Berrampore, greatly exceed any Thing you had an Idea of; and that you poſitively deſire I will forbid the Expence incurred, and direct, in lieu thereof, that Two or Three (as may be found neceſſary) of the Ten Soldiers Barracks be converted into an Hoſpital.

"In Reply to the foregoing Article, I beg Leave to inform the Board, that in conſequence of their Inſtructions, I ſome Time ago gave Orders for providing Materials and commencing the Works; it will therefore be impoſſible to put a Stop to them without a manifeſt Loſs to the Company. I muſt alſo add, that Two or Three Ranges as the Board have intimated, cannot, without ſubjecting the Troops to great Inconvenience, be ſpared for an Hoſpital, as One Range is now occupied by the Cadets, and another will be required for the Artillery Company coming down from Dinapoor; beſides, as I before mentioned to the Board, an Hoſpital ſo contiguous to the Barracks and Officers Quarters muſt be very offenſive, and, in Caſes of contagious Diſorders, might be the Means of communicating them to the Whole of the Troops. I muſt therefore requeſt, Gentlemen, that you will permit the Hoſpitals to be carried on agreeable to the Directions which I have given.

"With reſpect to the Expence, the Eſtimates are I hope, as I have already obſerved, over-rated; and I muſt again repeat my Recommendation that the Board will agree to Captain Rotton's giving in his Bills upon Honour, agreeable to his own Deſire; and that he be allowed the uſual Commiſſion for his Trouble.

"I am, Gentlemen,
"Fort William, Your moſt obedient humble Servant,
23d May 1782. (Signed) "G. Stibbert."

"Agreed, for the Reaſons aſſigned by the Commander in Chief, that Captain Rotton be authoriſed to erect the temporary Hoſpital, agreeable to the Orders he has received for that Purpoſe; and ordered, that the Aſſiſtant Quarter Maſter General do apply to this Board for ſuch Sums of Money as he may want from Time to Time, till the Whole of the Work is completely finiſhed, when he is to deliver in his Accounts upon Honour, and to be allowed 15 ⅌ Cent. Commiſſion on his Diſburſements for his Trouble.

(Signed at the End of the Conſultation)
"Warren Haſtings,
John Macpherſon."

To ſhew the Public was greatly benefited by this Agency of Mr. Sulivan, and that the Company was never ſupplied ſo well, or on Terms ſo reaſonable, either before or after,

Read, from Book 27, the following Extract of a Conſultation of the 31ſt Auguſt 1780.

"Fort William, the 31ſt Auguſt 1780.

"At a Council; Preſent, Pub. Dept. Thurſday.
The * Warren Haſtings, Governor General, Preſident;
and
Edward Wheler Eſquire.
Philip Francis Eſquire indiſpoſed.
Lieutenant General Sir Eyre Coote K. B. indiſpoſed.

* Sic in Orig.

"The following Letter from Mr. John Ferguſſon having been ſent in Circulation, the following Minutes, which are entered after it, were delivered by the Members of the Board.

"Honble. Sir, and Gentlemen,

"Finding by my late Letters from Madras that there is likely to be a Scarcity of Grain there, and knowing, from the preſent State of the Salt Trade, that almoſt all the Snows and

Veſſels which uſed to arrive here at this Seaſon from Muſſulipatan, Cozinga, and Gainjan, are now laid up at thoſe Places, I ſent Directions ſeveral Days ago to Mr. Turing, Chief of Gainjan, and Mr. Hamilton, Reſident of Ingeram, to engage a Snow for carrying Thirty thouſand Bags of Rice from hence to Madras in December and January next. I have not limited them as to the Terms of Freight, and have deſired that the Veſſels be diſpatched in Ballaſt for this Place by the 20th next Month at furtheſt.

" I have now a Ship here called the Union, and daily expect the Ships Neptune and Narſipore, for which I have already purchaſed 20,000 Bags, and I hope to diſpatch them for Madras by the End of the next Month, which will be an immediate Supply.

" Having no Deſire of further Advantage from this than a reaſonable Compenſation for my Labour and Riſk, I beg Leave to ſubmit the following Propoſals:—I will engage to deliver at Madras, in the Month of October, 20,000 Bags of good Cargo Rice, agreeable to ſuch Muſters as may be approved here, and in the Courſe of January and February next I will deliver 30,000 Bags more, the Dangers of the Seas and Enemies only excepted, at the Rate of Sicca Rupees 6 : 8 per Bag, of Two Bazar Maunds of 82 lbs. each; One Third the Amount to be paid One Third * in Advance, another Third when the Whole of the Rice is ſhipped here, and the Remainder to be paid when I produce Certificates of its Delivery at Madras. Or I will engage to ſupply Tonnage here before the Firſt of January for carrying 40,000 Bags to Madras, at the Rate of Three Sicca Rupees per Bag of Two Bazar Maunds, and if any of theſe Veſſels ſhould be thought in an unfit Condition for Sea, the Amount of ſuch Cargoes ſhall be inſured at my Expence, and the Policies depoſited with your Honourable Board.

* Sic in Orig.

" Such Supply will effectually prevent any great Scarcity at Madras, and will be a Remittance of Sicca Rupees 3,25,000 to that Preſidency in an Article that will relieve their Wants, and which they can immediately convert into Money.

" I beg to be favoured with an Anſwer as ſoon as may be convenient, and if either of my Propoſals ſhould be accepted, I will give ſuch Security for the Performance as your Honble. Board may require.

" I am, with the greateſt Reſpect, &c.

" Calcutta,
30th Auguſt 1780.

(Signed)
" John Ferguſſon.

" IN CIRCULATION.——Propoſals for ſupplying Rice at Madras.

" The Governor General agrees to accept Mr. Ferguſſon's Propoſals to furniſh 50,000 Bags of Rice to the Preſidency of Fort St. George deeming them the moſt reaſonable that can be obtained, as he underſtands there is little or no Tonnage now in the River; and further propoſes to make an Offer to Mr. Ferguſſon of the ſame Terms for any Quantity to which he may be able to increaſe this Mode of Supply.

" Mr. Wheler agrees to accept Mr. Ferguſſon's Propoſal to ſupply 50,000 Bags of Rice, and to the Governor General's Propoſitions to make Mr. Ferguſſon an Offer to increaſe the Quantity.

" Agreed to the Propoſal made by Mr. Ferguſſon to deliver at Madras in the Month of October next, Twenty thouſand Bags of good Cargo Rice, agreeable to ſuch Muſters as the Board may approve of, and to deliver at the ſame Preſidency, in the Courſe of January and February next, Thirty thouſand Bags more, the Dangers of the Seas and Enemies only excepted, at the Rate of Six Sicca Rupees and eight Annas per Bag, of Two Bazar Maunds of Eighty-two Pounds each; One Third of the Amount to be paid to him in Advance, another Third when the Whole of the Rice is ſhipped here, and the Remainder when he produces Certificates of its Delivery at Madras. As Two Thirds of the Amount are to be advanced here to Mr. Ferguſſon, before the Grain is delivered at Fort St. George, the Board are of Opinion that Mr. Ferguſſon ſhould be ſubjected to a Penalty adequate to the Event of a Failure in his Engagements, and a Sum double the Amount received, being uſually incurred as a Penalty on theſe Occaſions. Agreed, that the Sum of 8l. 10s. 8d. be the Penalty incurred by Mr. Ferguſſon, for every Bag of Rice which he may fail to deliver agreeable to the Terms of his Propoſals. (*a*)

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edward Wheler."

Read, alſo, from Book 744, the following Extract of a Conſultation, of the 1ſt April 1783, beginning at Page 91 of the ſame Book.

" Fort William, 1ſt April 1783.

" At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Edward Wheler,
John Macpherſon,
and
John Stables,
Eſquires.

" Received the following Letter from the Agent of Supplies.

(*a*) Vide Appendix, N° CCCCXII.

" Gentlemen,

" I have been honoured by the official Receipt of Copies of the 41ſt, 42d, 43d, and 44th Paragraphs of the General Letter from the Court of Directors, dated 12th July 1782, concerning my late Agency.

" I cannot help being ſtruck with the deepeſt Concern, at finding that I have been the Inſtrument of an Appointment, which ſtands annulled by the Honble. the Court of Directors, with ſuch ſevere Epithets of Diſapprobation; and I beg Leave to expreſs my Acknowledgements to you for affording me a further Opportunity of endeavouring to remove their Objections, which appear to have been obviouſly taken up from the Premiſes then before them, unoppoſed by ſufficient Explanations or Teſtimonies of its good Effect, which I truſt the preſent Experience of it will juſtify. The Commiſſion was undoubtedly very high before your Honble. Board thought fit to reduce it, and the Honble. Court of Directors paſs their Judgement upon it in its original State. They were naturally ſtruck with the Sum, becauſe it is certain that the Groſs, &c. undiminiſhed Amount of any Commiſſion, fixed at a ſpecific Rate ſo ſtriking to the Obſervation, while the Drawbacks upon it, and the Inſtances of its Utility are various and imperceptible, until poſitively pointed out and defined. This is the chief Object of the preſent Letter.

" At the Time when the Appointment was made, it was hoped and expected that the moſt material Duties of it, being the Supply of the Preſidency of Fort St. George, would be of ſhort Duration, and of no very conſiderable Extent. I muſt declare, for my own Part, that this was my Opinion of it. The Rate of Commiſſion had many Precedents, both of old and recent Eſtabliſhment, to warrant it, which I could enumerate, and, I believe, was founded on the ſame Principles with them; yet it has always ſuſtained ſeveral Deductions from it, eſpecially before you reduced it. I beg Leave to enumerate the following. I have maintained a conſtant Eſtabliſhment of Clerks and Agents at my own Expence. I have, at different Times, ſent down European Overſeers, entertained at high Wages, to ſuperintend the Lading of the Europe Ships, and other Services which required ſuperior Management and Attention, at my own Expence. The Number of Agents of different Kinds employed by me was neceſſarily great; but I have charged only for ſuch as were immediately ſtationed at the Company's fixed Golahs, or caſually employed in weighing off and ſhipping particular Invoices, according to the ordinary Cuſtom of Merchants; and as long as the original Commiſſion was allowed me, I never made any Charge for the Commiſſion of Factors or Agents whom I employed in diſtant Parts. Mr. Hamilton at Coringa, for Inſtance, ſecured a large Quantity of the Country Tonnage for me at that Place, charging me with 5 per Cent. Commiſſion on the Amount, for his Trouble in the Firſt Seaſon, which, while my own Commiſſion would bear it, I conſidered as juſtly allowable out of it. For the preſent Seaſon I agreed to pay him Commiſſion upon ſuch Tonnage only as he could procure under a certain Price. This I have thought it neceſſary to charge to the Company, becauſe my own Commiſſion had been reduced.

" The above Circumſtances ſhould be weighed in the general Scope of Reaſoning upon this Subject; but a ſtill more important Conſideration ſtarts up, which the Honble. Court of Directors could not have been acquainted with; I mean the heavy Charge of Intereſt which I have ſuſtained to prevent the public from ſuffering at Times greater Loſſes and greater Inconveniencies than any poſſible Amount of my Commiſſion. If it be urged that, by diſburſing more than my Advances from the Treaſury, I ſecured an ultimate Benefit to myſelf, I reply, that with poſitive Injunctions to carry my Supplies to an unlimited Extent, it was impoſſible to confine myſelf to my Advances, without a manifeſt Neglect of the public Intereſts, becauſe both the Periods and Sums of my Advances were always uncertain, while my Engagements were neceſſarily fixed and poſitive. Had I omitted to take early Meaſures through proper Agents on the Coaſt, to make timely Advances to the Owners of Veſſels, on Account of Freight, in order to ſecure as much Tonnage as poſſible to be brought to me here, and had I waited the Arrival of theſe Veſſels, which would have come under Engagements to others, or have been ſent on Speculation for Freight, I might, indeed, have been guided in the Amount of my Diſburſements by that of my Advances; but I ſhould have paid a much higher Rate for the ſame Articles, and very ſcantily have fulfilled the Object deſigned by my Appointment. In ſhort, with all my ſtrenuous and poſſible Exertions, it does not appear that the Preſidency of Madras was ever abundantly ſupplied with Grain, but continually craving for more.

" No Agent, without an adequate Compenſation to anſwer the Intereſt of Money borrowed by him, and the Riſk of Failure in the Diſcharge of his occaſional Loans, could afford to ſtrain his own Credit for the public Service in Default of regular Advances from the Treaſury, yet, if I had declined this Alternative, the Settlement of Madras might and probably would have ſuffered the moſt diſmal Effects of a Famine (which, as it was, could hardly be kept from raging), the Company's and other Ships engaged for their Service would have lain upon Demurrage for Want of Cargoes to load them, and ſeveral of them muſt have loſt the Seaſon for Want of an expeditious Diſpatch. In Fact, I muſt repeat that, beſides all the Property which I could command of my own, I have continually taken up Loans from my Friends to the utmoſt Extent of my Credit, the Whole of which was inveſted in the Buſineſs of my Agency, although the full Amount does not appear by the monthly Balance of my Accounts. To form a juſt Idea of it, at any ſpecific Period, the Sums paid by me for the Freight of Veſſels, or for Grain not invoced (all Grain both here and at Buckergunge being purchaſed only for ready Money), ought to be added to the Balance of my monthly Account, or ſet againſt it, and will then ſhew the actual Sum which I was in Advance; but to aſcertain this regularly for ſuch a Length of Time, would be an arduous if not impracticable Taſk, conſidering the Magnitude of the Concern, the infinite Variety of Purchaſes made, the multifarious Diſtributions of them on Veſſels, and the numberleſs Caſualties which happened in ſuch an extenſive Buſineſs from the Return of the Veſſels, and many other Cauſes. However I am happy to hear that the Honourable Board have ordered the Accountant General to report to them a State of the Average Price of my Supplies, the whole Period of my Agency, as the ſureſt Teſt of Compariſon to prove the Advantage which the Public has derived from it.

“ This Advantage will be the more apparent when meaſured by the Scale of private Merchants here, who, if they employ Agents or Factors, muſt ſubmit to pay a Commiſſion of 5 per Cent. according to the Cuſtom of the Place, upon the Diſpatch from hence, and a further Commiſſion of 5 per Cent. upon the Sale at Madras; which laſt Commiſſion is drawn upon a much larger Sum than the Amount of the Invoice, being on the Amount of the groſs Sale, the net Produce of which, after deducting that and all other Charges, ſtill leaves ſuch a Profit to the Owner, that every Individual who has engaged to any Extent in the Grain Trade to the Coaſt is known to have gained conſiderably by it.

“ The Company have not only derived a great Profit by the immediate Difference of Value, from having had a more extenſive Concern than any Individual, but in a political Light they have ſecured Reſources for the Pay and Subſiſtence of their Army, and evidently provided for the Salvation of the Country, both by preſerving their Forces from Deſertion, and Inhabitants from Famine, in a greater Degree (I think this Letter will evince) than they could have done by the Means of Contracts. A public Agent for the Company, inſtead of raiſing the Market by a Competition with Individuals, poſſeſſes an operative Hand, which gives him this Advantage over them: His Office being the greateſt Mart in Town, is the Place where the Firſt Muſters of Grain, and the Firſt Offers of Freight, are generally produced; and the Current Price (though I ever cautiouſly avoided being the Firſt to raiſe it) was in ſome Meaſure regulated by his Standard. Theſe are Facts which Experience has fully proved. I never gave more for the Freight of Rice to Madras than 5 S^{a} R^{s} ℘ Bag; and Individuals, though they found it anſwer their Purpoſe ſometimes to pay a higher Freight, generally confined themſelves to that Rate. Since my Agency has ceaſed, the Price of Freight is conſiderably increaſed, notwithſtanding the Number of Company's Ships now laden for Madras, and the Quantity of Rice already imported there. The Cauſe of this Increaſe is not wholly to be aſcribed to the Deſtruction committed by the French Fleet in the Bay, that having been very trivial, although at the Time alarming, but it is owing to the Competition of private Merchants, who, ſeeing that the public Supplies have ceaſed to be ſent, and knowing that the Exigencies which they tended to relieve muſt be ſatisfied, conclude that the Wants at Madras will be the more urgent from this Cauſe, and that Grain will bear a Value in Proportion to them.

“ For the Sake of the diſtreſſed Natives at Madras I ſincerely hope that this Rage for preſſing a beneficial Trade will glut the Market with Grain; but I really apprehend that it will produce no ſuch Conſequence. The Merchants, though not in One Combination, are in One Predicament, and will naturally aſk the Profit they expect.—Rice is an indiſpenſable Commodity, and muſt be had at any Rate. If Government fix the Price to prevent Extortion, they muſt have an equitable Regard to the Advantage of the Owner, who (as I have obſerved before) has paid high for his Concern.

“ If the Board had thought proper to accept of my Offer for a Contract, and concluded it with me accordingly for any Length of Time, I muſt have thrown myſelf upon the Indulgence of Government, as the only Means of ſaving me and my Securities from the ruinous Effects of perſevering in it; for the Price of Freight roſe ſo ſuddenly and ſo high that it would have been impoſſible for me, by any Exertions of my own, to have fulfilled my Engagements. I am the more grateful therefore that the Board did not accept my Offer in this Light.

“ I believe it has been an invariable Rule for all Contracts made in India to contain Stipulations for Advances of Money previous to the Performance of Services, which, conſidering the neceſſitous State of many Contractors, and the high Intereſt of Money, is a moſt material Object for them to ſecure. Indeed, without it their Terms muſt be proportionably higher; the Contractor might juſtify a Failure in his Engagements if neceſſary by the Want of his regular Advances, which are ſeldom paid to the Day, and being thus exempted from the Penalty of the Contract by the Firſt Breach of it laying * in the Company, would poſſibly continue to execute it no longer than while it proved advantageous to him.—Diſappointments would enſue, and the Service be conſiderably injured before a freſh Contract could be formed. Beſides, in a Buſineſs which is liable to great Fluctuation, the Contractor, in his Propoſal to ſecure himſelf from Contingencies, muſt include large original Profit upon the actual †, a Circumſtance which might in any Event prove diſadvantageous to the Company, on the One Hand, by Diſappointments as above ſuppoſed in caſe the Price ſhould increaſe; and on the other, by an enormous ſuperfluous Expence, in caſe it ſhould fall. I mean not to apply this Obſervation in any Inſtance to the Company's Orders; I mention it ſimply as it occurs on my own Caſe; for although I ſhould have conſidered myſelf bound in

Honour

* Sic in Orig.

† Sic in Orig.

Honour to continue the Service, even at a Loſs, while my Reſources would enable me; thoſe muſt very ſoon have dried up, and an unavoidable Failure enſued, had my Contract been accepted and the Execution of it inſiſted on.

" Such probably would have been the Caſe with the Contract, which the Preſidency of Bombay informed the Honourable Court of Directors they could have concluded for Rice deliverable at Bombay, at Rupees 5 : 3 per Bag, at the Time when my Conſignment to them was ſo much higher: At leaſt it is clear the Contractor would have been a conſiderable Loſer by ſuch a Bargain; for only the Freight to Madras, which is leſs than Half the Diſtance, was Four Rupees per Bag, and the Price of Grain then about Nine Rupees per Bag. I very much doubt whether the Contract which was entered into afterwards by the Preſidency of Bombay, and adviſed of in their Letter of 17th Auguſt 1781, for 50,000 Bags of Rice, was ever fulfilled by the Contractor. Indeed, I have good Reaſon to believe it was not; but the only fair Way of drawing a Compariſon is, from the current and relative Prices at each Place at the ſame Point of Time. I wiſh I could ſay with Preciſion what was the Price of Grain at Bombay when the Conſignment from hence arrived there. At Madras I am ſure there was always a Profit upon them, and ſometimes a high one, I mean the Difference between the Invoice and the Market Price, which I ſtated particularly in my Letter of the 21ſt January 1782, and which is ſince greatly increaſed.

" If the Preſidency of Bombay have it in their Power to make Contracts ſo much cheaper than the Supplies which they received from this Government, I muſt confeſs it appears extraordinary to me, that they ſhould have lately indented to you for 40,000 Bags of Rice. It is proper alſo to take Notice, that my Accounts are in Current Rupees, thoſe of Bombay, in Rupees of a much higher Denomination.

" Conceiving that the Calculation which appears in the 42d Paragraph of the General Letter has been made by ſome of the Officers under the Honble. the Court of Directors, I cannot help taking upon me to correct it, as I fear it has tended to miſlead them. The Sum of 15,92,500 C^{t} R^{s} eſtimated to be required in 1781-2, was to include Commiſſion, which in that Caſe ought not to have been computed upon it, but deducted from it, and in fact would have amounted to no more than Current Rupees 2,07,717 : 6 inſtead of Current Rupees 2,38,875; and the Exchange of 2s. 3d. per Current Rupee, at which the ſuppoſed Commiſſion is converted into Pounds Sterling, is a Rate higher than is ever allowed. The Company's preſent Exchange for Bills, payable at Twelve Months Sight, is only Two Shillings, but at the Exchange fixed for the Salaries of the Members of the Board and the Judges, which is the proper Rate for its immediate Converſion, the above Commiſſion would yield only 18,292l. 16s. 5d. inſtead of 26,873l.

" I acknowledge that the original Commiſſion was high, and the unexpected Amount of the Supplies on which it was drawn, made it an Object of Importance; but this did not eſcape the Attention of your Honourable Board, ſince you conſidered and thought fit to reduce it, and the Reduction accordingly took Place upwards of 12 Months before the Arrival of the Commands from the Honourable the Court of Directors, now tranſmitted to me.

" In my Letter of the 24th ultimo, I meant not to ſuggeſt an Oppoſition to the Orders of the Honourable the Court of Directors for conducting the Buſineſs by Contract, but only to offer my Services voluntarily and gratuitouſly, with the Benefit of the Experience I had acquired for the public Welfare, at a Time it ſeemed moſt to require them, and by that Means to extinguiſh any Impreſſion or Idea, that my Advantages had exceeded my Deſerts. It is painful to plead my own Pretenſions, but I have ſeen many Perſons ſince my Reſidence in India with leſs official Truſt, leſs arduous Attention to their Duty, and lower Standing in the Service than myſelf, derive greater Fortunes from their Stations in it, than the utmoſt which I can ſay I am poſſeſſed of. I ſhould never have thought of murmurring at this in the common Chance of Things, but it makes my Situation the more unlucky in being ſingular for Diſapprobation or an Idea of uncommon Favour.

" I ſhall conclude with requeſting, that you will be pleaſed to order a Copy of this Letter to be ſent a Number in your next Packet to the Honble. the Court of Directors, with ſuch Remarks or Eludications as you may think proper to make upon it. (a)

" Fort William,
24th March 1783.

(Signed) " J. P. Auriol."

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edw^{d}. Wheler,
John Macpherſon.
John Stables."

(a) Vide ſupra Appendix, N^{o} CCCCVII.

To ſhew, that during the Time of the Continuation of this Agency to Mr. Auriol, it was neceſſary to make a further Contract with Mr. Wood, but upon higher Terms, and that after contracting upon higher Terms he was obliged to relinquiſh the Contract, even with the Allowance of 15 per Cent. Commiſſion,

Read, from the ſame Book, the following Extract of a Conſultation of the 10th of April 1783, beginning at Page 290 of the ſame.

" Fort William, the 10th April 1783.

" At a Council; Preſent,

The Honble. Warren Haſtings, Governor General, Preſident;

Edward Wheler,
John Macpherſon,
John Stables, } Eſquires.

* Sic in Orig. " Abſtract of the Propoſals delivered in by * the 10th of April 1783, for contracting for the Delivery of Rice at Fort St. George.

2. Robert Donald	25,000	8,000 a 9,000 8,000	8 7 8		Mean 7 10 3 to be landed in Fifteen Days after the Arrival of each Veſſel, or to pay Demurrage.
3. William Paxton	30,000		8	13	6 or Ar. 9 8
4. E. Morris	20,000		10	0	
5. A. Williams	50,000		9	8	
6. W^m Pruere	50,000		8	8	on Country Ships commanded and officered by Europeans. (*a*)

(Signed at the End of the Conſultation)

" Warren Haſtings,
Edw^d Wheler,
John Macpherſon,
John Stables."

Read, alſo, from the ſame Book, the following Extract of a Conſultation of the 14th of April 1783, beginning at Page 364.

" Fort William, the 14th April, 1783.

" At a Council; Preſent,

Pub. Dept. The Honble. Warren Haſtings, Governor General, Preſident;

Edward Wheler,
John Macpherſon, } Eſquires.
Mr. Stables indiſpoſed.

" Read the following Letters from Mr. N. W. Wood.

" Honble. Sir, and Sirs,

" I have the Pleaſure to tranſmit your Honble. Board Bills of Lading of the Lancaſter, Lark, and Fancy. The following Veſſels left the River Hooringottah, and put to Sea the 20th inſtant, viz. The Lancaſter, Maria, Darlington, and Aſia; and the 22d inſtant alſo ſailed from the ſame Place the Lark, Fancy, and William, which laſt Veſſel ſailed as I wrote you before the 21ſt January laſt, but meeting with a ſtrong S. E. Wind, ſhe was drove amongſt the Shoals to the Weſtward; the Captain was ſome Days in clearing her. As the Wind has continued fair ever ſince the Veſſels ſailed, I hope by this they are all clear of the Sand Heads, and well on their Way. The above Fleet has Twenty-five thouſand five hundred and forty-eight Bags of Rice on board as per Bills of Lading ſent you. One of the Bills of Lading, the Darlington's, I had eraſed Fifty Bags, from making it Seven hundred Bags, whereas ſhe had on board Seven hundred and fifty Bags; my Reaſon at the Time was, I thought the Captain had miſtook and added the Ships Rice, which was Fifty Bags, but having ſeen him ſince, I find he was right, therefore the Darlington's Bill of Lading be pleaſed to alter, making it Seven hundred and fifty Bags.

" I now requeſt you will grant me an Order on your Treaſury for One Lack of Rupees, according to my Agreement of the 4th of March 1782, and I am in Hopes if my Veſſels are not taken, of fulfilling my Contract the next Trip.

" I have the Honour to be, &c.

" Joynagur,
24th February 1783. (Signed) " N. W. Wood."

" The Secretary informs the Board, that he duly received the above, and forwarded the Bills of Lading with regular Invoices to Fort Saint George.

" Gentlemen,

" Having been prevented by the French Cruizers, which continued off the Sand Heads during all the latter Part of the fine Seaſon, from diſpatching the full Quantity of 40,000 Bags of Rice,

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(*a*) Vide ſupra Appendix, N° CCIII.

which I had contracted with the Company to ſend to Madras, within the Time ſtipulated by my Contract, viz. all the Month of February, for although the greateſt Part of it was laden and ready to ſail by the 20th January, yet as it could not be ſent out without a Riſk of the Cargo to the Company and of the Veſſels to myſelf, I was obliged to detain it until the Seaſon was too far advanced for the Veſſels to perform a Second Trip before the Month of December next. The whole Quantity diſpatched by me, as appears by the Bills of Lading which I had the Honour to tranſmit to you, was 25,548 Bags, for which, deducting the Advance of Sicca Rupees 1,00,000 which I have received, there remains to be paid to me the Sum of Sicca Rupees 78,836. I have the Pleaſure to inform you of the ſafe Arrival of all the Veſſels which contained this Rice at Madras, except the Lancaſter, containing 4,700 Bags, which Veſſel, having been chaſed by the French, took Refuge at Tranquebar, where Lord Macartney ordered her to wait the Arrival of Sir Edward Hughes on the Coaſt, unleſs it was practicable to land her Cargo at Negapatam.

" As the Arrangement ordered by the Honble. the Court of Directors will deprive me of my Station, and increaſe the Difficulty of accompliſhing my Contract, which my Reſidence in the Rice Diſtricts alone induced me to enter into; and as the Neceſſity for it no longer exiſts in the ſame Degree by the Abſence of the Enemy from the Carnatic, and the large Contracts lately concluded by the Honble. Board on lower Terms than mine; I have to entreat that you will be pleaſed to diſpenſe with my performing it, and order the Balance due upon that Part which is accompliſhed to be diſcharged.

" Calcutta, " I have the Honour to be, &c.
14th April 1783. (Signed) " R. W. Wood."

" Agreed to releaſe Mr. Wood from his Engagements, and that the Balance due to him ⅌ the above Statement which is juſt, being C^{t} R^{s} 78,856 be iſſued from the Treaſury.

(Signed at the End of the Conſultation)
" Warren Haſtings,
Edw^{d}. Wheler,
John Macpherſon."

The Counſel for the Defendant ſtated, that as to the Two next Allegations of the Charge, namely, that the Proviſions delivered by Mr. Auriol were of a bad Quality, and that Mr. Haſtings being informed of it diſcouraged all Enquiry touching the ſame, they ſhould give no Evidence, they being abandoned by the Proſecutors. As to the remaining Subject, viz. Mr. Auriol's being to account upon Honour, though not made an Allegation in the Charge, yet, having been made Matter of Evidence, they ſhould proceed to ſhew that in other Caſes of a ſimilar Nature, it was the Courſe for the Agent to account upon Honour.

Read, from Book 724, already delivered in, the following Extract of a Conſultation of the 15th June 1791, beginning at Page 482 of the ſame.

" Fort William, the 15th June 1791.

" At a Council; Preſent,
The Honourable Charles Stuart,
Peter Speke, and W^{m} Cowper, } Eſquires. Political Dept.
Earl Cornwallis, K. G. Governor General and Commander in Chief, abſent on the public Service.

" The following Minute was received from Mr. Stuart on the 13th inſtant, and communicated to the other Members of the Board.

" Secret Department, 11th June 1791. Minute from Mr. Stuart, No. 1.

" The Contractor muſt be required to provide for the Reception and feeding of thoſe Bullocks while they remain at the Preſidency; he muſt alſo be inſtructed to provide Grain, &c. for their Uſe on the Paſſage to Madras. He ſhould charge his actual Diſburſements on this Score upon Honour. (*a*)

(Signed at the End of the Minute)
" C^{s} Stuart."
(And at the End of the Conſultation)
" Cha^{s} Stuart,
Peter Speke,
W^{m} Cowper."

Read, alſo, the following Extract of the ſame Conſultation, beginning at Page 497 of the ſame Book.

" That the Contractor be inſtructed to provide for the Reception and feeding of the Number of Cattle abovementioned while they remain at the Preſidency, and to ſupply Grain, &c. for

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(*a*) Vide Appendix, N^{o} CCCCXIII.

feeding and ſubſiſting them on the Paſſage from Bengal to Madras, charging his actual Diſburſements on this Account upon Honour.

"In the ſame Manner, the Contractor ſhall charge upon Honour the actual and bona fide Expence of all extra Cattle procured by him. (a)

(Signed at the End of the Conſultation)
"Chas. Stuart,
Peter Speke,
Wm Cowper."

The Counſel for the Defendant deſired Mr. Auriol might be called in.

Mr. AURIOL was accordingly again called in, and examined as follows:

Q. Was the Commiſſion of 15 per Cent. the uſual Commiſſion paid to the public Agents?

A. It was; beſides the Inſtances which have been mentioned, I believe there are many more. There were Commiſſaries of Supplies to all the Brigades on the Bengal Eſtabliſhment and to the Preſidency of Fort William. I was Commiſſary of Supplies to the Preſidency of Fort William, in the Year 1775, before I was appointed Secretary, and drew a Commiſſion of 15 per Cent. upon my Diſburſements, as did all thoſe other Commiſſaries.

Q. Were the Supplies furniſhed by you uniformly of the beſt Quality as far as you could procure them to be of that Quality, and charged upon the loweſt Terms?

A. They were. There was a Complaint from Madras of the Quality of the Rice ſent to them in the Year 1782; but I beg Leave to explain in a few Words how that aroſe. Early in October 1782, I believe I addreſſed the Board repreſenting to them a probable Scarcity of Grain, and that I had a large Quantity on Hand, and requeſted Orders in conſequence regarding the Supplies of Madras. A ſhort Time afterwards there came very preſſing Letters from Madras, which mentioned that in Conſequence of a Gale of Wind they were deprived of the Supply of almoſt all the Grain then in the Roads, and that they were in a ſtarving Condition. The Board immediately ordered that all the Grain which I had, and which I could procure, ſhould be ſent off immediately, and that the Commanders of the Veſſels ſhould be rewarded for their ſpeedy Arrival. At this Time a Quantity of Rice had been ordered by the Board from the Diſtrict of Rungpore, and was ſent down by the Collector. On its Arrival the greateſt Part of it proved to be very bad, and it was rejected at my Inſtance as unfit to be ſent. All the Grain which I had, or could procure in the Markets was laden on Board the Veſſels, and not being ſufficient to complete their Cargoes, I was under the Neceſſity of diſpatching them with incomplete Ladings, or of filling them up with the Rice from Rungpore, which not being purchaſed by me I drew no Commiſſion upon, and therefore could have no Intereſt in ſending it; but I did ſend it, and I believe that was the Cauſe of the Complaint from Madras.

Q. Were the Accounts of your Diſburſements which you delivered in upon Honour, ſuch as you will now verify upon Oath?

A. To the beſt of my Knowledge I believe them to be true and juſt Accounts, rather diſadvantageous to myſelf than the Company, becauſe I made the Purchaſes long before they were charged to the Company from the Neceſſity of the Caſe, and there could be no Vouchers, becauſe the Grain was purchaſed as it could be got in the Markets, and paid for with ready Money.

Q. At the Time when you was firſt appointed to this Agency, was it foreſeen that it would be neceſſary to ſend Supplies to ſuch an Extent as afterwards happened, or during ſuch a Length of Time?

A. I believe not. I did not expect it.

Q. Was there, from the Time of your firſt Appointment, a conſiderable Riſe in the Freight?

A. The Freight roſe more than double when I made my Propoſal; I think the Freight was about Two Rupees a Bag, and roſe to $5\frac{1}{2}$ in the Courſe of the Service.

Q. What Proportion did the Freight, when at the higheſt, bear to the original Coſt of the Grain?

A. The original Coſt of the beſt Grain was about Two Rupees a Bag, and never varied very much, except in the Inſtance of the Scarcity I have mentioned.

Q. Was you liable to various incidental Charges which you did not receive from the Board?

A. I was; after my Return from Madras, I allowed my Brother for his Aſſiſtance in the Service, a Quarter Part of my Commiſſion; beſides which, I employed Clerks and Agents, which I did not charge to the Company, and other Charges before the Commiſſion was reduced, which I have ſpecified in my Letters to the Board.

Q. Was you often conſiderably in Advance on the public Account?

A. Almoſt continually.

(a) Vide Appendix, N° CCCCXIII.

Q. Was you obliged to raiſe Money on your own Credit to make ſuch Advance?

A. I was; I had my own Bonds outſtanding againſt me, bearing an Intereſt of 10 per Cent. for Money ſo borrowed, at one Time to the Extent of near 50,000 l. beſides the Amount of my own Fortune.

Q. Was this at the Time that the Company was in the greateſt Diſtreſs for Want of Money?

A. It was on Account of the Company's great Diſtreſs for Want of Money.

Croſs-examined by the Managers for the Commons.

Q. Whether you was concerned in the Corn Trade, or in what Trade, at that Period of Time?

A. I was not concerned in any Trade at the Time of my Appointment?

Q. What other Offers were made for ſupplying the Grain at the Time you had your Commiſſion?

A. At that Time I did not know of any.

Q. Whether, or no, you had any Converſation relative to the Terms of the Contract with Mr. Haſtings before it appeared at the Board?

A. There was ſome Converſation paſſed at the Board upon my ſuggeſting it; in conſequence of which Converſation, I believe the laſt Paragraph of my Letter, offering to ſupply by Agency, was added: All the Members of the Board were pleaſed to pay me ſome Compliments, and to ſay, they preferred an Agency in my Hands to a Contract.

Q. Whether they paid you that Compliment on the Preſumption of your Knowledge in that Article of Dealing?

A. I believe not; but upon their long Acquaintance with and Experience of my Services.

Q. Of what Services? Were they in the Way of Contract or Agency?

A. Chiefly as Secretary to the Government.

Q. Then you got that Agency as a Reward for thoſe Services; are you to be ſo underſtood?

A. I conſidered it as a Reward, but in this Light, as giving me a Preference to any other Perſon, not giving me any Advantages which another Perſon in ſuch a Situation would not have had.

Q. How came you to ſay, 'to give you the Preference', when there was no Competition?

A. Becauſe, as the Service was to be performed, I did ſuppoſe ſome Perſon muſt be appointed to execute it, and any Perſon fixed upon would probably have undertaken the Office.

Q. Is the Office of Secretary to the Council a Sinecure, or an Office of a great deal of Employment?

A. It was certainly an Office of very laborious Employment; but a Circumſtance happened regarding myſelf, which I ſhall take the Liberty to ſtate. My Predeceſſor, Mr. Stuart, when appointed to the Office by the Government conſtituted under the Act of Parliament, was allowed 2,500 Sicca Rupees a Month, and that Allowance was referred to the Court of Directors, who tacitly approved of it. When I was appointed, the Allowance was reduced to 1,800 Rupees a Month, and I never drew any more. Latterly, I underſtand that it has been encreaſed by Lord Cornwallis, to about 5,000 Rupees a Month.

Q. Who reduced it, when the Court of Directors had approved of a larger Salary to Mr. Stuart?

A. I ſaid, 'tacitly approved;' it was reduced by the Board.

Q. What Board?

A. The Governor General and Council.

Q. What Governor General and Council?

A. Conſiſting of Mr. Haſtings, General Clavering, Colonel Monſon, Mr. Barwell, and Mr. Francis.

Q. Did Mr. Haſtings object to the Reduction?

A. I believe he did; but I am not quite poſitive at this Diſtance of Time; I think he did.

Q. Did Mr. Haſtings reduce or conſent to the Reduction of all the Salaries, whoſe Exiſtence at a higher Rate had been tacitly approved of by the Court of Directors?

A. No; I believe not.

Q. Do you not know that Mr. Haſtings actually augmented Salaries, without any tacit or other Approbation of the Court of Directors?

The Counſel for the Defendant deſired the Managers for the Commons to ſtate to what Part of the Charge the Queſtion applied.

The Managers for the Commons made Anſwer, ‘to no Part of the Charge.’

Then the Counſel for the Defendant objected to the Queſtion.

Then all the preceding Queſtions and Anſwers upon the Croſs-examination, except the Two firſt, were read by the Clerk. (*a*)

The Counſel for the Defendant waived their Objection.

The Witneſs ſaid,

A. I fear I am not underſtood as to the Meaning of the Word ‘Reward.’

The Managers for the Commons deſired the Witneſs might firſt anſwer the Queſtion.

The Witneſs ſaid,

A. Mr. Haſtings and the Council augmented many Salaries. I mentioned the Reduction of my own as a Circumſtance which made me conſider the Agency as a Reward. It was never mentioned by the Board as a Reward for the Reduction of my Salary. The Reaſon they gave me for their appointing me, was the Confidence they placed in me.

Q. Whether do you know that Mr. Haſtings gave it to you expreſsly upon the Idea of the former or preſent Incompetence of it to your Services?
A. I cannot really ſay what Motive might operate upon Mr. Haſtings's Mind, but I am confident that he never mentioned my Salary at the Time.

Q. Whether you are quite ſure of that?
A. I think I have ſaid, I am as poſitive as I can be of any Thing at this great Diſtance of Time.

Q. Whether any Converſation paſſed between you and Mr. Haſtings upon that Subject, previous to your having the Agency or Contract?
A. I have mentioned that ſome did paſs, which I have ſtated.

Q. When, where, and what?
A. At the Board: I have ſtated it.

Then the following Queſtion and Anſwer were read by the Clerk, viz.

‘Q. (*b*) Whether, or no, you had any Converſation relative to the Terms of the Contract with ‘Mr. Haſtings before it appeared at the Board?
‘A. There was ſome Converſation paſſed at the Board upon my ſuggeſting it; in conſequence ‘of which Converſation I believe the laſt Paragraph of my Letter, offering to ſupply by Agency, ‘was added. All the Members of the Board were pleaſed to pay me ſome Compliments, and to ‘ſay, that they preferred an Agency in my Hands to a Contract.’

The Witneſs deſired his Anſwer might ſtand “the Members” not “all the Members of the Board,” as he was not ſure whether all the Members were preſent at the Time.

Q. Whether there was any previous Converſation before that which took Place at the Board?
A. I believe I mentioned to Mr. Haſtings my Intention to offer Propoſals if he had no Objection, and he did approve of it—nothing more.

Q. When you ſay that ſomebody elſe muſt have had the ſame 15 per Cent.—how do you know that no Merchant or Trader of the Bazar would have undertaken it at a lower Commiſſion?
A. I do not recollect I have ſaid ſo.

Then the following Queſtions, before put to the Witneſs, and his Anſwers to the ſame, were read by the Clerk:

‘Q. (*c*) Of what Services? Were they in the Way of Contract or Agency?
‘A. Chiefly as Secretary to the Government.’

‘Q. Then you got that Agency as a Reward for thoſe Services;—are you to be ſo underſtood?
‘A. I conſidered it as a Reward; but in this Light, as giving me a Preference to any other Per‘ſon; not giving me any Advantage which another Perſon in ſuch a Situation would not have had.’

Then the Witneſs ſaid,

A. If any Perſon had been appointed Agent, it would of Courſe have been a Company's Servant, not a Merchant who was not in the Service. I cannot tell upon what Terms a Merchant would have undertaken it.

(*a*) Vide ſupra, Page 2309. (*b*) Vide ſupra, ibid. (*c*) Vide ſupra, ibid.

Q. Were any Means taken to aſcertain on what Terms it might have been done?
A. Not that I know of.

Q. What is the Amount of the Value of the Grain ſupplied by you?
A. I cannot ſpeak from Recollection; but I believe it is mentioned in the Accountant General's Report that was delivered in to the Board.

Q. Who was Accountant General?
A. Mr. Larkins.

Q. How did you account with Mr. Larkins?
A. I ſent my Accounts in to the Board, not to Mr. Larkins.

Q. Whether in this Buſineſs Mr. Larkins had no Audit of your Accounts, nor made any Obſervations upon them?
A. Mr. Larkins had an Audit by Order of the Board, and made ſome Obſervations which are upon Record.

Q. Then you are to be underſtood contrary to what you ſaid,—that you did account with Mr. Larkins?
A. I ſent my Accounts monthly to the Board, and the Board referred them to the Accountant General's Office.

Q. When the Accountant General paſſed your Account, did he demand, upon every Particular of theſe Accounts, Vouchers?
A. He did not demand Vouchers; and for the greateſt Part of them no Vouchers exiſted, as I have already explained, becauſe the Purchaſes were made almoſt daily in the Market for ready Money;—and the Grain purchaſed was the only Voucher.

Q. Had you the Vouchers to identify that ſo much Grain was purchaſed with ſo much ready Money?
A. Muſters or Samples of the Grain were regularly brought to me or my Brother, and if we approved of the Quality and Price, we ordered the Purchaſe to be made, and the Quantity weighed off by our own People.

The Queſtion was repeated.

A. I had no Voucher but the Grain itſelf; that is what I meant to ſay.

Q. The Queſtion is not what Voucher you had, but what Voucher was produced to Mr. Larkins when he made up the Accounts?
A. I have ſaid, none.

Q. Then you are to be underſtood that Mr. Larkins made up your Accounts without ſeeing Vouchers?
A. Yes.

Q. Whether you believe that Mr. Haſtings knew that your Accounts were made up by Mr. Larkins without Vouchers?
A. I think Mr. Larkins, in his Report of Audit, mentioned that he had not called for Vouchers. Such Vouchers as I could have produced, I was always ready to have produced: I mean the Sums paid for Freight, for Sloops and Demurrage, and thoſe incidental Services which admitted of them.

Q. Did Mr. Haſtings ſee that Report, ſtated to be without Vouchers?
A. I believe he did.

Q. Whether it was uſual in Mr. Haſtings's Government to receive Accounts without ſeeing the Vouchers?
A. I believe not; it is according to the Nature of the Office; there are different Offices and different Departments.

Q. Whether you abſolutely executed the Buſineſs yourſelf?
A. I ſuperintended the Execution of it by my Brother and my own Agents.

Q. Whether you did not purchaſe at Calcutta, and in the Country, a very conſiderable Part of this Grain?
A. I purchaſed it almoſt all at Calcutta, except ſome few Articles that could not be procured at Calcutta, and for which my Brother wrote to an Acquaintance at Patna, but they were very trifling.

Q. When you purchaſed any Grain by your Agent, did you not check or controul the Accounts yourſelf in any Way?
A. I have mentioned the Manner in which I checked and controuled them; I ſaw the Muſters and Samples and agreed to the Prices.

Q. Did they produce no Vouchers to you that they had actually purchaſed that Grain for ſuch Quantities as you did not actually purchaſe yourſelf?
A. The Weighmen's Account of the Quantity weighed off duly, was the only Proof I had.

Q. How came you not to produce thoſe Proofs which you had from your Agents when you accounted with Mr. Larkins?
A. Mr. Larkins called upon me for no Vouchers.

Q. You have ſaid of your Accounts, that they were made up rather to your own Prejudice than to that of the Company; what do you mean by that?
A. I have in Part explained: I meant that the Grain was purchaſed by me ſometimes a conſiderable while before it was charged to the Company, and the Waſtage and Loſs in the intermediate Time was mine, becauſe I charged them only for the Quantities actually ſhipped.

Q. What Vouchers had you for that?
A. The Bills of Lading.

Q. Did you produce thoſe Bills of Lading to Mr. Larkins?
A. They were ſent in to the Board and forwarded by the Veſſels to Madras, and Duplicates afterwards ſent.

Q. Was you not appointed Agent for Supplies to the other Preſidencies as well as Madras?
A. I was.

Q. At thoſe Preſidencies was there any Famine, or any Neceſſity for any very extraordinary Supply?
A. I never ſent more to thoſe Preſidencies than they actually indented for.

Q. That is not the Queſtion aſked?
A. It appears to me to be an Anſwer.

Then the Queſtion and Anſwer were read by the Clerk; and the Witneſs was aſked,

Q. Were they in the Diſtreſs which Madras is ſtated to have been in?
A. I believe not; but they who were beſt acquainted with their own Wants did write for thoſe Supplies to Bengal.

Q. The Queſtion is not, whether they were demanded, but whether there reigned that Neceſſity which exiſted in Madras?
A. I have ſaid, not.

Q. Whether you do not know there were Complaints from Bombay of the Supply?
A. I know that there were Complaints from Bombay of the high Rate of the Supply, but I know that after making thoſe Complaints they wrote to have it continued.

Q. Did not the Court of Directors cenſure that Supply and the Terms of it?
A. They did; and after the Receipt of their Letter, the Agency was aboliſhed.

Q. But not before the Court of Directors had teſtified their extreme Diſapprobation?
A. The Agency was not aboliſhed before; but the Governor General and Council wrote to Madras that they were willing to aboliſh the Agency, and to adopt any other Mode which they thought might tend more effectually to their Relief; and this was a conſiderable Time before it was aboliſhed.

Q. Do you not know that the Court of Directors conſidered it as an unneceſſary Expenditure of the Company's Money?
A. I can only tell or only judge how the Court of Directors conſidered it from the Terms of their Letter.

Q. Did not you charge Seven Rupees a Bag for this Supply of Rice ſent to Bombay?
A. I do not recollect exactly what the Charge was.

Q. Whether you do not believe it came to that?
A. I fancy it did.

Q. Whether Five Rupees a Bag were not charged for Freight alone?
A. I ſeldom paid ſo much for Freight as private Merchants for their own Account; and I know that private Merchants paid Five Rupees and a Half and upwards, I believe, to Madras only, which is not above Half the Diſtance.

Q. The Queſtion is, whether or no you did not charge Five Rupees per Bag for Freight only above the Seven?
A. No; I did not certainly.

Q. The Queſtion is, whether the Whole of the Charges did not amount to Seven Rupees the Bag?
A. I imagine the Coſt muſt have been about Two, and the Freight Five.

Q. Did not you charge a Commiſſion as well upon the Freight and the Charges as upon the Prime Coſt of the Commodity you bought at Bengal?

A. I did, until it was reduced; that was my Rule until it was reduced.

Q. Did Mr. Haſtings reduce it of himſelf, and upon his own Motion?

A. It was reduced by the Board.

Q. Did Mr. Haſtings propoſe the Reduction of it, and carry the Reduction of it or not, of his own Accord, from the Senſe of the Impropriety of ſo enormous a Charge?

A. If he did, it will appear upon the Record.

Q. The Queſtion is, *de facto*, you being Secretary of the Council and Contractor, whether Mr. Haſtings did reduce the Agency himſelf?

A. He did not move the Reduction of it, I believe; I believe it was reduced in conſequence of a Letter which I addreſſed to the Board while Mr. Haſtings was up the Country, and it was taken into Conſideration after Mr. Haſtings's Return.

Q. Why did you charge it ſo high firſt, and reduce it afterwards?

A. I charged it according to the Rule eſtabliſhed for me; and ſuggeſted the Reduction ſoon after my Return from Madras, in conſequence of the great Increaſe of Freight, and I believe from ſome Converſation I had with Mr. Macpherſon upon the Subject.

Q. What was your Converſation with Mr. Macpherſon upon the Subject?

A. Mr. Macpherſon told me the Commiſſion was conſidered as high, and upon Charges particularly.

Q. Then it was Mr. Macpherſon that ſuggeſted to you the Reduction, and not Mr. Haſtings?

A. I came in the Ship from Madras with Mr. Macpherſon, and I think it was either on Board the Ship, or ſoon after our Arrival; Mr. Haſtings was at that Time up the Country.

Q. When was any Complaint received from Bombay relative to theſe exceſſive Charges?

A. I do not recollect the Date when, but I believe it was in 1781.

Q. Was not the Company in very great Diſtreſs for Want of Money at that Time?

A. The Diſtreſs for Money was very great at that Period of Time.

Q. Was there no Complaint from any of the Preſidencies of the evil Quality, of the inferior Quality of the Rice?

A. I have ſtated it and explained it.

Q. Do you recollect, whether or no, Mr. Haſtings did not perſonally declare to you, that this Poſt was intended as a Reward for your long and laborious Services which had hitherto been unprofitable to you, as your Income fell ſhort of your neceſſary Expence in this former Period; and that when you obtained the Place of Secretary, the Board reduced the Salary from 2,500 Rupees per Menſem, to 1,800 Rupees, which was a Sum ſcarcely ſufficient to maintain you in it with Credit? Did Mr. Haſtings declare that to you?

A. That ſeems to be a Queſtion from a Letter from me to the Board.

Q. Did Mr. Haſtings ever declare ſo to you, or not?

A. I conclude he muſt have ſo ſtated it, if I have ſaid ſo in that Letter; I do not at this Moment recollect the Circumſtances particularly, or the Time.

Q. Do you recollect whether or not Mr. Haſtings ever had Converſation with you to this Effect?

A. I believe he muſt have had Converſation to that Effect with me, becauſe I ſtated ſomething of that Kind when the Circumſtance was more recent.

Q. The Queſtion is, whether you mean to ſay you do, or not, recollect whether Mr. Haſtings had ſome ſuch Converſation with you, or not?

A. I cannot at this Moment recollect when that Converſation took Place or the Circumſtances of it.

Then the following Queſtion and Anſwer were read by the Clerk.

'Q. (a) Whether you do not know that Mr. Haſtings gave it you expreſsly upon the Idea of 'the former or preſent Incompetency of the Salary to your Services?

'A. I cannot really ſay what Motive might operate upon Mr. Haſtings's Mind, but I am confident that he never mentioned my Salary at the Time.'

The Witneſs added to his former Anſwer as follows:

A. I cannot recollect that he did mention the Salary at that Time. I am pretty certain he did not mention the Salary at that Time.

(a) Vide ſupra, Page 2310.

Q. Whether, when you wrote to the Board, you wrote ‘ that the Members of the Board at ‘ the ſame Time perſonally declared to you, that this Poſt was intended as a Reward for your ‘ long and laborious Services which had hitherto been unprofitable to you, as your Income fell ‘ ſhort of your neceſſary Expence in this former Period; and that when you obtained the Place of ‘ Secretary, the Board reduced the Salary from 2,500 Rupees per Menſem, to 1,800, which was a ‘ Sum ſcarcely ſufficient to maintain you in it with Credit ?’ Do you recollect writing to that Effect ?

A. I do recollect I did write to that Effect.

Q. How do you reconcile that which you then wrote, with the Confidence you now profeſs, that Mr. Haſtings did not at that Time mention any Thing with reſpect to the Salary ?

A. Becauſe I believe ſome Converſation to that Effect muſt have taken Place ſoon after I received the Appointment; I am pretty certain it did not take Place at the Board, becauſe the Buſineſs of the Council paſſed regularly without any Converſation of that Sort.

Q. The Letter being “ The Members of the Board at the ſame Time perſonally declared to me this Poſt was intended as a Reward”—Why did you write, if you did write, that the Members of the Board at the ſame Time did perſonally declare ſo to you ?

A. I certainly wrote ſo, and I think it might have been after Council, when Converſation was general. I am not certain as to that, when it took place.

Q. *(By a Lord.)* You ſaid it was agreed you was to account upon Honour, and that has been the Practice ſince; is it uſual when a Perſon is to account upon Honour to demand Vouchers, and whether that would not totally change the Nature of an Account upon Honour ?

A. I believe it is not uſual, and it is generally underſtood for thoſe Offices where Vouchers are difficult if not impoſſible to be had for all the Expenditures.

The Witneſs was directed to withdraw.

To ſhew a ſimilar Inſtance of accounting upon Honour in Lord Cornwallis's Time,

Read, from Book 524, the following Extract of a Conſultation of the 6th November 1790, beginning at Page 135 of the ſame Book.

“ Fort William, 6th November 1790.

“ At a Council; Preſent,

Earl Cornwallis, K. G. Governor General, Preſident;

Peter Speke,
and
William Cowper,
Eſquires.

The Honourable Charles Stuart abſent on the River.

“ Minute delivered in by the Governor General.

“ As it is an Object of the firſt Importance to provide for the Draft of our Artillery, in the completeſt Manner, I propoſe to collect all the trained Draft Cattle from the different Stations within our Reach, either by Land or Water Conveyances, and to authorize the Purchaſe of any good, ſerviceable, and well-trained Hackney Bullocks that may be procureable, either at the Preſidency, or at Muxadavad. My Object will be to obtain, at leaſt, 1,000 Head of the beſt and moſt efficient Cattle, but, as we hardly hope to accompliſh it, I propoſe, that any Deficiency ſhall be made up by young and new Cattle, to be purchaſed by Mr. Biddulph, who is now on the Spot at Purneah; and tho' I am aware they will not become immediately uſeful, I am ſtill in hopes, that by Exertion and Care in training them, they may be made ſerviceable in a ſhort Time. I propoſe to make uſe of the Agency of Mr. Biddulph the Contractor at Purneah, and that he ſhould employ his Agent Mr. Ritſo at Berhampore. The Contractor's Agency will be made uſe of at the Preſidency, but as the Cattle procured by Mr. Biddulph, over and above what he obtained to compleat the Eſtabliſhment, will not fall within the Terms of his Contract, it will be proper, that ſome Gratuity ſhould be given to the Contractor for his Agency in the Buſineſs, the Amount of which may be determined, when his Accounts, atteſted upon Honour, are given in. (a)

(Signed at the End of the Conſultation)

“ Cornwallis,
Chas Stuart,
Peter Speke,
Wm Cowper.”

Then the Houſe adjourned to the Chamber of Parliament.

(a) Vide Appendix, No CCCXIV.

Die Martis, 28° Maij 1793.

THE Lords being in their Places, the Houſe reſumed, the uſual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counſel for the Defendant, they might proceed in his Defence.

The Counſel for the Defendant ſtated, that the next Article of this Charge was the Contract made with Mr. Belli, alledged, to have been a new Office or Appointment created by the Defendant, namely, the Appointment of an Agent for the Supply of Stores and Proviſions for the Garriſon of Fort William in Bengal, for which Appointment no adequate Neceſſity did then exiſt; and that, in the Spirit of criminal Partiality to his own Favourites, he nominated and appointed to the ſaid Agency Mr. Belli, who at that Time was, and did continue to be, his confidential and private Secretary:'

As to which they ſhould firſt ſhew, that a Depôt of Stores and Proviſions for the Garriſon of Fort William was a Meaſure proper at all Times, and under all Circumſtances, and particularly ſo at the Time, and under the exiſting Circumſtances, when it took Place, in the Inſtance in Queſtion.

And the Firſt Evidence they ſhould produce would be a Document as early as the Year 1711.

Read from a ſeparate Paper, indorſed as follows, " Draught of General Letter to Bengal, 28th December 1711, per Mary Marlborough Kent," the following Extract, beginning at Paragraph 81 of the ſame Letter.

" London, the 28th December 1711.

" Our Preſident and Council of Bengal.

" 81. It had been wrote us that ffort W^{m} lying in the Belly of the Country, the Natives, if in open Hoſtility, might ſtarve you out; but we know not how to think it, ſince, by lying on the Edge of the River, you have that always open. The Natives have no Maritime Strength, and Proviſions might be brought by Sea; but to prevent this, we would have you always well ſtored with Rice, &c^{a}. * Previſions for your own Occaſions, as well as w^{t} is annually required for ffort S^{t} George, and w^{ch} you muſt ſend them as often as you can, and as much as they write for; but at y^{e} ſame Time be very careful that y^{e} Salt Proviſions you provide be good of their Kind, and well taken care of, for we hear ſome lately ſent thither proved bad, and was, the greateſt Part of it, forced to be thrown away, of w^{ch} you will hear more from Madraſs.

* Sic in Orig.

(Signed at the End of the Letter)

" John Cooke,
Nicholas Tourton,'
John Eyles,
John Ward,
William Hewer,
William Coteſworth,
Peter Godfrey,
William Humfreys.

" George Mathew,
Jonathan Andrews,
Edward Gibbon,
John Fleet,
Richard Cocke,
Robert Child,
Nath^{l} Hune,
Fred^{k} Herne,"

To ſhew, that in November 1771 the Board of Calcutta directed Colonel, afterwards, Sir Archibald Campbell to commence the Works, and to make proper Magazines and Stores for a large Garriſon; and that the Government ſhould take ſuch Meaſures for ſecuring a Supply of neceſſary Proviſions for the Place, as might be calculated for the Subſiſtence of a Garriſon of 10,000 Men for Three Months; and that every Article of Proviſion eſteemed ſoon periſhable ſhould be ſold every Six Months, and a freſh Supply laid in Store;

Read, from Book 118, the following Extract of a Conſultation of the 16th of January 1777, beginning at Page 72 of the ſame Book.

“ Fort William, 16th January 1777.

“ At a Council; Preſent,
The Honourable Warren Haſtings Eſquire, Governor General, Preſident;
Lieutenant General John Clavering,
Richard Barwell,
and
Philip Francis, } Eſquires.

“ Extract of a ſeparate Conſultation in the Secret Department, on Captain Lockhart Ruſſell's Return from Madagaſcar with Intelligence, dated 2d December 1771.

“ The Board are of Opinion, that the Military Committee ſhould be deſired to direct Colonel Campbell to commence theſe Works, proper Magazines for Stores and Proviſions, for a large Garriſon, with all Expedition which the Stores and Materials in Hand will admit of; and furthermore, that the Governor be deſired to take ſuch Meaſures for ſecuring a Supply of neceſſary Proviſions for the Place, as may be calculated for the Subſiſtence of a Garriſon of Ten thouſand Men for Three Months; that every Article of Proviſions which may be eſteemed ſoon periſhable, ſhould be ſold every Six Months, and a freſh Supply laid in Store (a).

(Signed at the End of the Conſultation)

“ Warren Haſtings,
J. Clavering,
Rd Barwell,
P. Francis.”

The Counſel for the Defendant ſtated, they ſhould next refer to the printed Minutes, Page 1410, to ſhew, that, at the Time of the Appointment of Mr. Belli, Mr. Francis agreed “ that it was proper in all Circumſtances, and more particularly perhaps at that Juncture, that a Store of Proviſions ſhould be depoſited at Fort William.”

To ſhew, that in 1785 the Directors and Board of Controul agreed in the Neceſſity of keeping a regular and continued Supply of Proviſions at Fort William, to anſwer any particular Emergency,

Read, from Book 560, the following Extract of a General Letter, from the Court of Directors, to the Board at Bengal, dated 27th March 1787, beginning at Paragraph 76 of the ſame Letter.

“ 76. We have taken a View of your Proceedings ſince the Expiration of the Contract with Mr. Belli, relative to keeping up a Depôt of Victualling Stores in the Garriſon of Fort William; and moſt heartily concur with you in applauding the Conduct of Mr. Belli, whoſe Fidelity and Aſſiduity in the Diſcharge of his Duty is fully proved by the Circumſtances brought forward to our Notice in the 63d Paragraph of your General Letter of the 10th December 1784.

“ 77. We agree with you in the Neceſſity of keeping a regular and continued Supply of Proviſions at Fort William, to anſwer any particular Emergency; at the ſame Time we wiſh to render the ſame as little expenſive as poſſible. We conceive that the Frugality or Exorbitancy of that Expence depends in a great Meaſure on the Mode in which thoſe Supplies are provided. We ſee no Reaſon to doubt that the Meaſures you have taken, as ſtated in your different Letters and Conſultations, have been directed to that Object; but as you obſerve that a Reduction of the former Expence in ſupplying Fort William with an annual Store of Proviſions, can only be made by regular and gradual Experiments, we expect, now that you have had the Benefit of more Experience, and have examined the Subject to the Bottom, you have come to a Deciſion upon it, and will, with your firſt Convenience, report it to us, together with the Reaſons which have induced you ultimately to form that Deciſion.

“ 78. One Obſervation it is impoſſible for us not to make, upon the Whole of what you have laid before us.—The Garriſon Storekeeper is not only to receive a Commiſſion of Eight per Cent. on furniſhing the neceſſary Articles, but alſo a like Commiſſion on ſuch Stores as it may be deemed neceſſary to diſpoſe of; we are therefore naturally led to aſk, wherein is the Check eſtabliſhed, either to prevent his not urging you to purchaſe, from Time to Time, a greater Quantity of Stores than may be really neceſſary, or in the proper Care of the Stores when purchaſed, ſo as that they may not be again diſpoſed of on growing unſerviceable, before it would be otherwiſe neceſſary ſo to do.

(a) Vide ſupra Appendix, Nº CCVI.

“ 79. By this Obſervation, we do not mean to caſt the moſt diſtant Reflection on the Conduct of your preſent Garriſon Storekeeper, Mr. Plowden. We only wiſh to draw your Attention more cloſely to the Subject, which we hereby direct you to reviſe, with a Reference to our former Sentiments thereon, as contained in our General Letter of the 23d December, 1778: And, as the keeping a conſtant Supply of Proviſions, ſufficient for the Support of 3,000 Europeans, and 9,000 Native Troops for Three Months, muſt unavoidably be attended with no inconſiderable Expence, ſuch a Mode muſt be adopted, whether by Contract or otherwiſe, as will confine that Expence within the narroweſt Bounds, conſiſtently with the Good of the Service to be performed.

(Signed at the End of the Letter)

“ London,
the 27th March, 1787.

“ George Tatem,
John Travers,
Abram Roberts,
W. Elphinſtone,
Paul Le Meſurier,
Thoˢ Cheap,
Jacob Boſanquet,
Chaˢ Mills,

Jnº Michie,
John Motteux,
Jnº Woodhouſe,
John Hunter,
Jn. Townſon,
George Cuming,
Hugh Inglis,
Thoˢ Parry,

John Roberts.”

To ſhew the Fitneſs of Mr. Belli for the Office, the Counſel for the Defendant ſtated, they ſhould again refer to Mr. Francis's Minutes, in Page 1410 of the printed Minutes of Evidence, and alſo to the Minute of Sir Eyre Coote, in Page 1443 of the printed Minutes.

To ſhew, that the Proviſions purchaſed by Mr. Belli ſold for more than Mr. Belli had charged,

Read alſo, from Book 527, the following Extract of a Letter from the Governor and Council at Bengal, to the Directors, dated 10th December 1784, beginning at Paragraph 62 of the ſame Letter, and Page 288 of the ſame Book.

“ Par. 62. The Contract for victualling the Garriſon expiring on the 4th October laſt, we adverted to the Neceſſity of appointing a proper Perſon to receive Charge of the Depot; Mr. Belli was engaged thereby to make out the reſpective Periods on which the ſeveral Branches of it ſhould be deliverable, and accordingly inveſted Mr. R. C. Plowden with this Charge, allowing him a Commiſſion of Eight per Cent. on ſuch Purchaſes and Sales as he might hereafter think proper to direct. For our Minutes, conſtituting this Appointment, we beg to refer you to our Conſultations, 21ſt September 1784.

“ 63. We have the Pleaſure to acquaint you, that the Firſt Sales took Place on the 2d inſtant, according to the Mode preſcribed in the Conſultation above referred to, and, in Juſtice to Mr. Belli, we deem it incumbent on us to ſtate the Amount for which the above Articles were laid in by him, viz.

	A. R.	26,950
And the Amount of their Sales	—	45,252
Difference	— A. R.	18,302

“ Such an Inſtance of Integrity as is proved by the above Difference, which becomes a clear Profit to the Company, deſerves our higheſt Encomium.” (a)

To ſhew the Approbation of the Court of Directors, of Mr Belli's Conduct,

Read, from Book 560, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, in Anſwer to the above, dated 27th March 1787, beginning at Paragraph 76 of the ſame Letter.

“ 76. We have taken a View of your Proceedings ſince the Expiration of the Contract with Mr. Belli, relative to keeping up a Depot of Victualling Stores in the Garriſon of Fort William, and moſt heartily concur with you in applauding the Conduct of Mr. Belli, whoſe Fidelity and Aſſiduity in the Diſcharge of his Duty, is fully proved by the Circumſtances brought forward to our Notice, in the 63 Par. of your General Letter of 10th December 1784.

The Counſel for the Defendant ſtated, that, as to the next Allegation of this Article, namely, the Commiſſion allowed to Mr. Belli, ſtating, ‘ that notwithſtanding the Defendant,

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(a) Vide Appendix, Nº CCCCXV.

fendant, at the Time of creating the Office, had conſented to take the Opinion of reſpectable Merchants, in Calcutta, in order to aſcertain the Rate of Commiſſion proper to be allowed to the Agent; and, notwithſtanding their Opinion was, that a Commiſſion of Twenty Pounds per Cent. per Annum, would be fully ſufficient; yet the ſaid Defendant propoſed, and by his own caſting Voice granted Mr. Belli, a Commiſſion of Thirty Pounds:' They ſhould Firſt ſhew, that other Papers were delivered in at the ſame Time to the Board with the Report of the Merchants, and the Proceedings of the Board thereupon.

Read, from Book 39, the following Extract of a Conſultation of the 7th November, 1776, beginning at Page 462 of the ſame Book.

"At a Council; Preſent,
The Honble. Warren Haſtings, Governor General, Preſident;
Richard Barwell, } Eſquires.
Philip Francis, }
General Clavering indiſpoſed.

"Read, the following Letter, with its Incloſuers, from the Accountant.

"Honble. Sir, and Sirs,

"In conſequence of your Orders, I have the Honour to lay before you the following Accounts:

N° 1. Store-keeper of the Garriſon Proviſions in Account with the Honble. Company.
N° 2. Charges of Proviſions for the Garriſon of Fort William, in Account with the Honble. Company.

"The above Two Accounts are taken from the General Books ſent home by the preceding Annual Ship: The Store-keeper, not having ſent in any Account in Time to be entered in thoſe ſent by the Talbot, his Account ſtood in them the ſame as in N°. 1.

"N° 3. Is an Account of Stores for the Proviſion of the Garriſon of Fort William, as entered in the General Books, per Talbot.

"Accountant's Office, 7th November, 1776. "I have &c. (Signed) "Wm Larkins, Sub-Accountant.

"Ordered, that theſe Accounts be kept for the Reference of the Board.

"Ordered alſo, that this Subject lie for Conſideration, and, in the mean Time, that the Commanding Officer in Gariſon viſit the Stores and Proviſions which are now remaining of the Stock laid up by the Store-keeper of Garriſon Proviſions, and that he report the actual Quantity and State of the ſame, with an Eſtimation of their preſent Value, for the Information of the Board. (a)

(Signed) "Warren Haſtings,
Richd Barwell."

The Counſel for the Defendant ſtated, they ſhould next refer to the printed Minutes, Page 1417, to ſhew, that, from various Cauſes, there had been a Loſs of above Ninety per Cent, during the Two Years it was under the Management of thoſe who had the Appointment before Mr. Belli.

As to the next Allegation of the Charge, that the Defendant engaged to be anſwerable to the Council for as much of the ſaid Commiſſion as the Court of Directors ſhould diſapprove of,

The Counſel for the Defendant ſtated, they ſhould ſhew that the Defendant, in common with the reſt of the Council, was not guilty of any Diſobedience of the Company's Orders, in ſuffering Mr. Belli to retain the full Profits of his Agency; the Court of Directors having ordered the Amount beyond 20 ℔ Cent to be paid back upon a Calculation made by General Clavering, of what thoſe Profits would amount to at 20 ℔ Cent, whereas in Fact they fell ſhort of nearly One Half of what General Clavering had calculated; in conſequence of which the Board unanimouſly, Mr. Francis acquieſcing, referred the Subject back to the Court of Directors for their further Conſideration; who, on further Conſideration, ſuffered Mr. Belli to detain the Profits of his Agency ſuch as they were.

For which Purpoſe they would Firſt refer to a Letter from the Court of Directors, 28th December 1778, (b) in the printed Minutes of Evidence, Pages 1437-8.

(a) Vide ſupra Appendix, N° CCV.

(b) Vide ſupra, Page 1437, Note (c).

Read, from Book 56, the following Extract of a Conſultation of the 23d December 1779, beginning at Page 498 of the ſame Book.

" Fort William, 23d December 1779.

" At a Council; Preſent,
The Honourable Warren Haſtings, Governor General, Preſident;
Richard Barwell, }
Philip Francis, } Eſquires.
Edward Wheler, }
Sir Eyre Coote gone to viſit the different Stations of the Army.

" Read, a Letter from Mr. Belli as follows.

" To I. P. Auriol Eſquire.

" Sir, " Fort William 20th December 1779.

" I have received your Letter conveying to me the Extracts relating to my Agency, from the General Letter, dated 23d December 1778, and the Governor General and Council's Commands to anſwer them; in Obedience to which I requeſt, Sir, that you will acquaint the Honble. Governor General and Council that my Accounts, which I hope to be allowed ſome Time to examine, my immediate Attention to them for ſeveral Months having been prevented by Sickneſs, and by Abſence from Calcutta for the Benefit of a Change of Air, ſhall be laid before them as ſoon as poſſible.

" At the ſame Time I requeſt you will, Sir, inform the Governor General and Council, that had I imagined it poſſible a Demand could have been made upon me to refund any Part of my Profits, or which I eſteem the ſame Thing, that the Governor General could not have been ſubjected to a Penalty which the Terms of my Agency do not really enable me to indemnify him from, I would not have accepted of the Commiſſion, which indeed was given to me without any Clauſe to ſuch Effect alluded to in it.

" As to undertaking the Remainder of the Duty for leſs than the Agreement to which I am bound, it is not in my Power to conſent to it. I have met with too many and ſevere Miſfortunes to enable me to undertake the Riſks I run, for leſs than the Conditions on which I have ventured to hazard them.

" I beg Leave to trouble you alſo, Sir, to acquaint the Honble. Board, that before I ſend in my Accounts I can aſſure them on my Honour, the Eſtimate made by General Clavering is ſo greatly exaggerated, that the whole Profits of my Agency, which I have held now near Three Years with a Commiſſion of 30 ⅌ Cent. has fallen Short of what the General aſſerted they would have been at 20 ⅌ Cent. only, by nearly One Moiety.

" As the Honourable Court of Directors have aſſerted with the General's Eſtimate before them that I ſhould retain the Commiſſion at 20 ⅌ Cent. which, adopting as they do the General's Reaſons, they muſt have imagined would be nearly double my actual Profits on the 30 ⅌ Cent. ſurely they can have no Reaſon to require that the Profits I have received be refunded, or thoſe which I am to receive ſhould be diminiſhed, as all their Deductions proceed on a ſpeculative Eſtimate which has turned out in Fact to be erroneous.

" I have the Honour to be, &c.

" Fort William, (Signed) " John Belli."
20th December 1779.

(Signed at the End of the Conſultation,)

" Warren Haſtings,
Richd Barwell,
P. Francis,
Edwd Wheler."

The Counſel for the Defendant ſtated, that they would next refer to a Letter and Account ſent to the Board, already given in Evidence by the Managers for the Commons, in the printed Minutes of Evidence, Page 1438 to 1442, to ſhew that Mr. Belli's actual Profits in Three Years were no more than One Lack 2,000 Rupees.

The Counſel for the Defendant ſtated, that Mr. Francis and the Board unanimouſly referred the Matter back to the Court of Directors; and they ſhould next call Mr. Hudſon to ſhew, that they did not repeat the Orders for Mr. Belli to refund.

The Witneſs was aſked,

Q. Have the Court of Directors iſſued any Order ſince the Reference made in the Year 1780 by the Board, with reſpect to their former Order for Mr. Belli to refund, and that ſuch Order as was originally given ſhould be carried into Execution?

A. They never have.

Croſs-examined by the Managers for the Commons.

Q. Do you know at what Time the Court of Directors took this Matter into Conſideration?
A. I do not underſtand they did take it into Conſideration.

The Witneſs was directed to withdraw.

Then Major SCOTT was again called in, and examined as follows.

Q. Do you know whether Mr. Belli is at this Time in England?
A. No, he is not.
Q. Is he returned to India?
A. He is, in the Courſe of this Seaſon.

Croſs-examined by the Managers for the Commons.

Q. Do you know when Mr. Belli came to England?
A. Mr. Belli came to England in the Year 1785, and remained in England at the Deſire of Mr. Haſtings, in order to give Evidence upon this Trial, upon an Idea that he would have been called long ago. He remained beyond the Period preſcribed by Law to return, without the Conſent of the Court of Proprietors in Addition to that of the Court of Directors; and the Court of Proprietors and Court of Directors unanimouſly reſtored him to the Company's Service.

Q. Whether any Application was made to the Managers that Mr. Belli ſhould be examined previous to Mr. Haſtings's Defence?
A. Not that I know of.

Q. When did Mr. Belli depart from England?
A. He ſailed I think in the William Pitt about Six Weeks ago.
Q. When did the William Pitt ſail?
A. I am not certain.
Q. When did the Veſſel ſail in which Mr. Belli went?
A. I do not know, I rather think ſhe remained Six Weeks for Convoy at Portſmouth.

Q. Do you know that any Application was made to this Court for Mr. Belli's Attendance, in order to ſave him from the Penalties which he might have incurred from remaining beyond his Time?
A. Not that I know of.

Q. You ſaid Mr. Belli had waited a conſiderable Time with a View to be examined at Mr. Haſtings's Trial; whether you know that when Mr. Belli came to England his Intention was to return to India?
A. I cannot very well anſwer that Queſtion; if my Opinion is wiſhed I will give it; I believe the Caſe to be that Mr. Belli had a very moderate Fortune and an Increaſe to his Family every Year, which made him deſirous to return.

The Witneſs was directed to withdraw.

Then Mr. WRIGHT was called in, and being ſworn, was examined as follows:

Q. In the Report of the Accomptant General the Average Price of Rice, ſent by Mr. Auriol, is ſtated in Current Rupees, but the Account was entered in Sicca Rupees; what is the relative Value between Sicca and Current Rupees?
A. One hundred Sicca Rupees are equal to One hundred and Sixteen Current Rupees.

Q. How many Maunds are there in a Bag of Rice?
A. I believe the uſual Quantity in a Bag is Two Maunds.

Q. Whether you have made out any Account, from Paymaſters and other Accounts, of the Average Number of Bullocks that were employed from February 1781, to January 1782?
A. I have made out ſuch Account.

Q. What is the Average Number from February 1781, to January 1782?
A. The Average Number employed in that Time was 10,504 per Month.

(*Croſs-examined.*)

Q. When did you leave Calcutta?
A. I never was in Calcutta.

Q. From what Information do you ſpeak of the Number of Maunds of Rice, the Quantity generally put into a Bag?
A. I ſpeak only from what appears in the Conſultations.

Q. What Knowledge have you of the Difference between the Current and Sicca Rupees?
A. My Knowledge ariſes merely from the Accounts received annually from India.

Re-examined by Counſel.

Q. What Province do you fill—What is your Office?
A. Auditor of the India Accounts.

Q. Is it neceſſary, in the Courſe of the Duty of that Situation, to be acquainted with the Difference between Current and Sicca Rupees?

A. Certainly, as that Difference is ſtated in the Accounts received.

Q. Is it a Matter of any Sort of Doubt, what is the relative Value of thoſe Two diſtinct Species of Coin?

A. It appears to be the general Rate of Exchange, at which all the Accounts are computed, all that ſtate Sicca Rupees.

The Witneſs was directed to withdraw.

The Counſel for the Defendant ſtated, they would next produce ſeveral Documents which were omitted to be delivered in Yeſterday, upon the Subject of the Bullock Contract.

To ſhew the Complement of Cattle requiſite for the Military and Ordnance Stores, and that it conſtitutes but a ſmall Part of the Quantity of Bullocks neceſſary to accompany an Army in India,

Read, from Book 725, the following Extract of a Conſultation of 10th June, 1791, beginning at Page 157 of the ſame Book.

" Fort William, 10th June 1791.

Military Depart.

" At a Council; Preſent;
The Honble. Charles Stuart,
Peter Speke,
and
Wm Cowper, } Eſquires.

Earl Cornwallis K. G. Governor General and Commander in Chief, abſent on the Public Service.

" Referring to my Minute of the 7th of June 1790, I concur moſt heartily with the Committee in their Suggeſtion relative to the Improvement of the Breed of Cattle in the Company's Dominions; and as the Complement of Cattle requiſite for the Artillery and Ordnance Stores is only a ſmall Part of the Total Number neceſſary to accompany the Army, I ſhould be glad, if the Members of the Board would be pleaſed to conſider of the beſt Means of procuring, on ſhort Notices, great Supplies of Cattle. (a)

(Signed at the End of the Minute) " J. Murray."

(And at the End of the Conſultation) " Chs Stuart,
Peter Speke,
Wm Cowper."

The Counſel for the Defendant ſtated, they ſhould next proceed to ſhew the bad Policy of advertizing, and letting to the loweſt Bidder, a Contract of this Importance.

Read, from Book 725, the following Extract of the Proceedings of Military Board of the 10th June, 1791, beginning at Page 162 of the ſame Book.

" Fort William, 10th June, 1791.

" At a Council; Preſent,
The Honble. Charles Stuart,
Peter Speke,
and
Wm Cowper, } Eſquires.

Earl Cornwallis, K. G. Governor General and Commander in Chief, abſent on the Public Service.

" I feel a Degree of Reluctance, and much Diffidence in offering my Sentiments (which in Reality are Objections) on the Subject of a Bullock Contract; but, ſolely actuated by my Wiſhes for the Good of the Service, and the preſent Advertiſement for a New Contract affording, through the Medium of the Board, a juſt Opportunity for offering an Opinion, I rely on the Juſtice and Liberality of the Supreme Board for my Excuſe for the Freedom of Remarks which proceed from ſuch a Motive.

" It has long appeared to me as a capital Defect in the General Syſtem of our Army Eſtabliſhment, the giving the Draught and Carriage Cattle, or, in other Words, the Tranſportation of all the Artillery and Military Stores, and, ultimately, the Operations of the Campaign and its Conſequences to a Contractor, who, tho' a Gentleman of the higheſt Honour and greateſt Rectitude, feels himſelf as a Contractor no otherwiſe bound than by the Penalties affixed to his Breach of Contract, and when it is probable it will be more his Intereſt, upon a Call of Emergency, to forfeit rather than to fulfill his Engagements tho' ſubject to a heavy Penalty.

" That this Branch of the Military Service has for Years paſt been conducted by Contract, and without any very great Evil or Complaint ariſing from the Mode, as practiſed on this Eſtabliſhment, proves nothing, to my Judgement, in Favour of the Syſtem. We have been moſtly at Peace here, and the Defects of the Plan have paſſed unnoticed, or little attended to; a ſudden and unexpected War, whilſt it proves the Defects, may leave us only to lament the Misfortune.

(a) Vide Appendix, No CCCCXVI.

Report ſays, that, in the preſent War in the Carnatic, ſome Evil has ariſen from the Cattle Contract. I mean not to ſtrengthen or ſupport this Rumour, which, if a Truth, muſt be known to Government, whoſe Wiſdom will prevent the like in future; but I cannot diſpoſſeſs myſelf of the Belief that there were ſome Grounds for Diſappointment from the Contract, and it has added to my former Objections to this Mode of ſupplying the Cattle, which appears to me to poſſeſs but One Advantage, that of determining in ſome Meaſure the Expence, against many ſolid Objections; and this Advantage is loſt, when we reflect that Government, from the Experience of Expence, may readily aſcertain what the Coſt ought and would be, if the Buſineſs was conducted by their own Servants, over whom they have an unlimited Controul and Power of forcing a juſt and proper Obedience and Attention, whilſt his* Hopes of Honour, Rank, and Advantage, would reſt upon the faithful Diſcharge of the Truſt repoſed in him.* In One Word, I ſee little Difference between contracting for the Army at large, and the Spring by which the Army is to move, I mean the Artillery Draft and Carriage Bullocks. (a)

* Sic in Orig.
* Sic in Orig.

(Signed at the End of the Minute) " S. Dyer,
Acting Quarter Maſter General."

(And at the End of the Conſultation)

" May 27th, 1791.

" Chaˢ Stuart,
Peter Speke,
Wᵐ Cowper."

Read, alſo, a further Extract from the ſame Conſultation, beginning at Page 177 of the ſame Book,

" Milʸ Audʳ Genˡ.—I think it is about Twenty Years ſince I communicated to the late Colonel Muir Sentiments coinciding with thoſe in the Introductory Part of Major Dyer's Minute. I have often examined the Opinion, and I ſee ſtrong Arguments for and againſt it. The Subject is of very great Importan e to the State; and when the Right Honourable the Commander in Chief ſhall have Leiſure to communicate to Government the Reſult of the Obſervations derived from his Experience and Diſcernment, the Supreme Board will have ſuch clear and well grounded Information, as will enable them to determine to which Syſtem decided Preference ſhould be given. In the mean Time, without hazarding a final Opinion, I will venture to ſtate the Mode that has ſometimes occurred to myſelf, as the beſt for obviating the Objections which have been preſented to my own Mind on both Sides of the Queſtion; namely, that this Service ſhould be executed by Contract, rejecting without Heſitation every Propoſal of any Man who ſhould offer to take it on Terms ſo low as to be obviouſly inadequate, and concluding the Contract with one or more Men of reſpectable Characters on liberal yet unextravagant Terms. But inſtead of making this Contract for a fixed Number of Years, or leaving it transferrable to Executors, Adminiſtrators, or Aſſigns, a Clauſe ſhould be inſerted in it, expreſsly declaring, that the Government might put an End to the Contract, whenever they ſhould think proper, upon a Notice of   Months, taking the ſerviceable authorized Stock off the Contractor's Hands at a fair Valuation. By theſe Means the Expence would be defined, and kept within reaſonable Limits, which are the great Objects of the Company in their Syſtem of Contracts; and the Contractor would be bound to the faithful Diſcharge of his Duty to the Publick by the ſtrongeſt Ties, his Credit and Intereſt; becauſe he would be ſenſible that the Continuance of his Profits would depend entirely on his good Conduct, and that his Diſmiſſion for Miſbehaviour would be marked with Diſgrace. (b)

(Signed at the End of the Minute) " J. Murray."

(And at the End of the Conſultation) " Chaˢ Stuart,
Peter Speke,
Wᵐ Cowper."

Read, from Book 726, the following Extract of a Conſultation of the 29th July 1791, beginning at Page 440 of the ſame Book.

" Fort William, 29th July 1791.

Political Department.

" At a Council; Preſent,
The Honble Charles Stuart,
Peter Speke,
and
Wm. Cowper, } Eſquires,

Earl Cornwallis, K. G. Governor General and Commander in Chief, abſent on the Publick Service.

" Sir Charles Oakeley Bart. Acting Preſident, and Council, Fort St. George.

" Gentlemen,

" The Exertions that have been made by your Government to procure a Supply of Bullocks, and to forward in every Reſpect the Equipment of this Army, claim my warmeſt Acknowledgements, and I am happy to find that they have hitherto been attended with greater Succeſs than I was ſanguine enough to expect. Some greater Encouragement muſt be given to Bullock Drivers; for without a proper Number of that uſeful Claſs of Men, our Loſſes in Bullocks muſt continue to be repeated, either by their ſtarving, from the Want of People to provide ſufficient Food for them, or from their being ruined by unſkilful driving.

(a) Vide Appendix, Nº CCCCXVI.

(b) Vide Appendix, ibid.

"I ſhall think it neceſſary to put the Cattle that have been procured by the Exertions of Government under the Management of a publick Agent, as I am ſorry to ſay, from Experience, that the Contract has been a Deluſion of a moſt dangerous Nature to a Commander in Chief of an Army. (*a*)

"Camp, at Magri, (Signed at the End of the Letter) "Cornwallis."
1ſt July 1791.

(And at the End of the Conſultation) "Chas Stuart,
Peter Speke,
Wm Cowper."

Read, from Book 724, the following Extract of a Conſultation of the 15th June 1791, beginning at Page 484 of the ſame Book.

Political Department.

"Fort William, 15th June, 1791.

"At a Council; Preſent,
The Honble. Charles Stuart,
Peter Speke,
and
Wm Cowper, } Eſquires.

Earl Cornwallis K. G. Governor General and Commander in Chief, abſent on the Public Service.

Minute from Mr. Stuart, No 1.

"The following Minute was received from Mr. Stuart on the 13th inſtant, and communicated to the other Members of the Board.

"Secret Department, 12th June 1791.

"On this Occaſion we ſhall find it indiſpenſably neceſſary to depart from One of thoſe ſyſtematic Principles which ought, I allow, to regulate the Public Expenditure in every Public Caſe; nothing indeed but the moſt preſſing Exigency ought, at any Time, to induce even ſlight or temporary Relaxation from the Rules which have been uſed to guide us in this Department of Government. It muſt be ſo evident however, that there is not in the preſent Conjuncture a Poſſibility of our calculating, with any Preciſion, what, where, and when Supplies will be required from hence; and it muſt, in Conſequence, be ſo manifeſt, that Contracts for ſuch uncertain Supplies cannot be entered into without great Hazard to the public Service, that I have not a Doubt of the moſt liberal Allowance being made for any Irregularities in the Mode of providing Supplies, which exiſting Emergency, and our Zeal to promote that Service, may lead us into. (*b*)

(Signed at the End of the Minute) "Chas Stuart."

(And at the End of the Conſultation) "Chas Stuart,
Peter Speke,
Wm Cowper."

The Counſel for the Defendant informed the Houſe, that they had now cloſed their Evidence on the Defence to the Fourth Article of Charge.

The Counſel for the Defendant ſtated, that the Managers having given in Evidence certain Documents to ſhew the Opinion that was entertained by the Inhabitants of India upon Mr. Haſtings's Conduct in general, and others to ſhew his Maladminiſtration; they propoſed to give in Evidence ſeveral Letters, tranſmitting certain Repreſentations from the Natives of India, expreſſing a very different Senſe of his Government.

The Managers for the Commons deſired to know from whom the Documents came.

The Counſel for the Defendant ſtated, that they came through the Channel of the Court of Directors, being Part of a Communication made to them by the Government of Bengal.

The Managers for the Commons ſtated, that they made no Objection to the Production of them, but deſired to know how the Signatures were obtained.

The Counſel for the Defendant informed the Houſe, they would firſt read an Extract of a Letter from the Governor General and Council at Bengal, dated 6th of November 1788.

Read, from Book 672, the following Extract of a General Letter from the Governor General and Council at Fort William in Bengal, to the Court of Directors, dated 6th November 1788, beginning at Paragraph 309 of the ſame Letter.

"Par. 309. Four ſeveral Addreſſes from the principal Native Inhabitants of Benares, to your Honourable Court, declaring their Sentiments of Mr. Haſtings, were ſubmitted to us by Mr.

(*a*) Vide ſupra Appendix, No CCCXCIX.

(*b*) Vide ſupra Appendix, No CCCCXIII.

George Thompſon, late Secretary to Mr. Haſtings, at the Requeſt of Ally Ibrahim Cawn, the Chief Judicial Magiſtrate of that City, with the Correſpondence which had paſſed with him on the Subject of them.

“ 310. It appeared from the Tenor of this Correſpondence that a Deputation of the Inhabitants of Benares had expreſſed their Wiſhes, through Ally Ibrahim Cawn, to wait upon your Reſident Mr. Duncan with theſe Addreſſes, as the regular Official Channel of Communication, but that Mr. Duncan had declared it was unneceſſary for the Inhabitants to attend him with the Addreſſes, as they did not concern the Company's Affairs.—Under theſe Circumſtances they were forwarded to Mr. Thompſon, as the Attorney and Friend of Mr. Haſtings, with a Requeſt that he would lay them before the Governor General in Council, and take the neceſſary Steps for their being tranſlated and tranſmitted to Europe.

“ 311. In Compliance with Ally Ibrahim Cawn's Solicitation, Mr. Thompſon ſubmitted theſe Papers to us, as before recited, requeſting that they might be tranſlated and forwarded to you in due Time; and under a Suppoſition that the Company would not be averſe to receive, from its Native Subjects and Allies, the publick Declaration of their Sentiments, upon a Queſtion of ſo much Importance to their Happineſs, and to the Credit of the Engliſh Nation, as the Conduct of Mr. Haſtings, during his long Government, Mr. Thompſon further requeſted, that he might be permitted to receive the Suffrages which the Native Inhabitants of the Company's Poſſeſſions were deſirous of conveying to the Court of Directors, as their Senſe of Mr. Haſtings's Merits; and that the Judges, Collectors, and Reſidents might be informed that he had obtained ſuch Permiſſion, or that they were themſelves at Liberty to receive and tranſmit to us any Teſtimonies relative to Mr. Haſtings, that might be tendered to them by or on the Part of the Native Inhabitants.

“ 312. With theſe Requeſts from Mr. Thompſon we complied, having qualified our Orders to the Judges, Collectors, and Reſidents, in the following Terms: ‘ That the Liberty accorded ‘ was merely to receive and tranſmit Teſtimonials when offered; but that they were not ‘ to deduce any Inference from it, that they were authorized to exerciſe any further Interference.’

“ 313. The Addreſſes above mentioned, with Tranſlations, and various other Addreſſes, &c. from the Nabob Vizier and his Miniſters, from the Nabobs of Furruckabad, and theſe Provinces, alſo from the principal Zemindars of Dinagepore, Boglepore, &c. &c. &c. according to a Liſt which accompanies them, attend you in the preſent Diſpatch.

(Signed at the End) “ Cornwallis,
Chas Stuart,
J. Shore.”

Then the Witneſs produced ſeveral other Papers.

The Managers for the Commons ſtated, that in reſpect of the Papers now tendered, they ſhould leave it to the Conſideration of the Houſe, whether the ſame were admiſſible.

The Counſel for the Defendant ſtated, that independant of other Grounds they tendered them upon the Ground of a Conſent given by the Managers for the Commons, by a Promiſe made ſo long ago as the Year 1789, and ſubmitted whether it would be proper for them therefore, to argue upon their Admiſſibility.

The Managers for the Commons ſtated, they had no Objection, and would leave it to the Houſe.

Read, alſo, from Book 672, Extract of a Letter from Governor General and Council in Bengal to the Court of Directors, dated 10th March 1789, beginning at Paragraph 147 of ſame Book.

“ Honble. Sirs,

“ Par. 147. Such Addreſſes reſpecting Mr. Haſtings, as have been tranſlated ſince the Departure of the Kent, are forwarded by the preſent Diſpatch.

(Signed at the End of the Letter) “ Cornwallis,”
Chs Stuart.”

Read, alſo, from a Book, intituled, “ Bengal Letters received, 10th Auguſt 1789, 16th April 1790,” the following Extract of a Letter from the Governor General and Council at Fort William to the Court of Directors, dated the 10th Auguſt 1789, beginning at Paragraph 108 of the ſame.

“ Honble. Sirs,

“ 108. Such further Teſtimonies from the Natives, reſpecting Mr. Haſtings, as have been received ſince the Departure of the Northumberland, are ſent, with Tranſlations, in the Swallow's Packet.

(Signed at the End of the Letter)

“ Fort William,
the 10th Auguſt 1789.

“ Cornwallis,
Chs Stuart,
J. Shore.”

Read, alſo, the following ſeparate Papers above produced and delivered in by the Witneſs:

Nº 1. Copy of Letter from Mr. Thompſon, dated 27th March 1788.

To Earl Cornwallis, K. G. Governor General, &c.

Fort William, 27th March 1788.

My Lord,

The principal Native Inhabitants of Benares, having in four ſeveral Addreſſes to the Honourable Company declared their Sentiments of Mr. Haſtings, were deſirous of delivering the Addreſſes to Mr. Duncan, the Reſident at that Place, in order that he might forward them to the Governor General in Council, and that they might be ſo tranſmitted to the Court of Directors. To this End, Ally Ibrahim Khawn, the Chief Judicial Magiſtrate at Benaris, wrote to Mr. Duncan, requeſting that he would appoint a Time when a Deputation of the Inhabitants might attend him with the Addreſſes; Mr. Duncan returned for Anſwer to Ally Ibrahim Khawn, that as the Addreſſes did not concern the Company's Affairs, it was unneceſſary that the Inhabitants ſhould either come or ſend to him; under theſe Circumſtances, Ally Ibrahim Khawn, at the Inſtance of the Parties who had ſigned the Addreſſes, forwarded them to me, in order that I might preſent them to the Governor General in Council, for the Purpoſe of being tranſmitted to England.

The Circumſtances, as I have here ſtated them, will appear from Ally Ibrahim Khawn's Letter to Mr. Duncan's Anſwer, and Ally Ibrahim Khawn's Letter to me, Copies and Tranſlations of which I take the Liberty of encloſing, Nº 1.

In compliance with the Requiſition which I have thus received, I have now the Honor to lay before your Lordſhip the ſeveral Perſian Papers mentioned in the encloſed Liſt, Nº 2; and as well on the Part of the Native Inhabitants of Benaris as of Mr. Haſtings, moſt earneſtly to requeſt that your Lordſhip will be pleaſed to order that the ſaid Perſian Papers may be tranſlated into Engliſh by the proper Officers, and with the Tranſlations tranſmitted to the Court of Directors by the next Ship.

As I humbly conceive that the Honourable Company will not be averſe to receiving from its Native Subjects and Allies the public Declaration of their Sentiments upon a Queſtion of ſo much Importance to their Happineſs, and to the Credit of the Engliſh Nation, as the Conduct of Mr. Haſtings during his long Government; and as I underſtand that the principal Native Inhabitants throughout the Company's Poſſeſſions are deſirous of conveying to the Court of Directors their Senſe of Mr. Haſtings's Merits, I take the Liberty of requeſting that I may be permitted to receive their Suffrages, and that the Gentlemen who act as Judges, Collectors, or Reſidents under the Preſidency of Fort William, may be officially informed that I have obtained ſuch Permiſſion, and that they have Authority to tranſmit to the Governor General in Council any Teſtimonies relative to Mr. Haſtings, which may be tendered to them for that Purpoſe, by or on the Part of the Native Inhabitants of their reſpective Diſtricts.

I have the Honor to be,
My Lord,
Your Lordſhip's
moſt devoted and obedient humble Servant,
(Signed) GEO. NESBITT THOMPSON.

(A true Copy.) E. HAY,
Secʸ to the Govʳ.

Nº 2. Firſt Encloſure in Mr. Thompſon's Letter.

Tranſlation of a Letter from Ally Ibrahim Khawn, the Chief Judicial Magiſtrate at Benares, to Jonathan Duncan, Eſquire, the Reſident at that Place.

The Inhabitants of this City have prepared, under their Seals and Signatures, ſeveral Addreſſes relative to the beneficent and honourable Mr. Haſtings.—They wiſh to ſend to you certain Perſons on their Part with the ſaid Addreſſes, and to deliver to you a Petition to this Effect; viz. Be pleaſed, in your Kindneſs, to forward theſe Addreſſes to the Preſence of the Right Honourable Earl Cornwallis, to whom be laſting Proſperity, and to the Honourable Gentlemen of his Council in Calcutta, who having graciouſly cauſed them to be tranſlated by the Tranſlators of the Company, will (it is requeſted) be pleaſed to forward them to the Honourable Directors in England, as has been already fully repreſented to you by Beneram Pundit. Whenever you ſhall be pleaſed to appoint, the ſaid Perſons will attend you, and preſent the ſaid Addreſs.

Tranſlation of Mr. Duncan's Anſwer to Ally Ibrahim Khawn.

Uſual Compliments.

Your Letter, informing me that the Inhabitants of the City have prepared, under their Seals and Signatures, ſeveral Addreſſes relative to Mr. Haſtings, and are deſirous that certain Perſons ſhould come to me with the ſaid Addreſſes, and a Requeſt that I will forward them to his Lordſhip in Council, has been received. As the Addreſſes have no Connection with the Buſineſs of the Company, there is no Neceſſity that they (the Inhabitants) ſhould come or ſend to me.—Let them do what they think proper. What more? &c.

Tranſlation of a Letter from Ally-Ibrahim Khawn to Mr. Thompſon.

The uſual Compliments.

The Inhabitants of the Town of Benaris having prepared ſeveral Addreſſes, under their Seals and Signatures, relative to Mr. Haſtings, were deſirous that certain of the Inhabitants ſhould carry the Addreſſes, and deliver them to Mr. Duncan, in order that he might in his Kindneſs forward them to the Council in Calcutta, and requeſt, in Behalf of the Inhabitants, that the beneficent Gentlemen of the Council, having cauſed the Addreſſes to be tranſlated by the Tranſlator of the Company, the Center of Proſperity, would ſend both the Originals and the Tranſlations to England, to the Preſence of the Honourable the Directors. I accordingly wrote to Mr. Duncan; he ſent for Anſwer, that as the Addreſſes had no Relation to the Buſineſs of the Company, it was therefore unneceſſary that they (the Inhabitants) ſhould come or ſend to him.—This you will underſtand from the Copies which I ſend encloſed of my Letter on this Occaſion to Mr. Duncan, and of his Anſwer. As you are the Attorney and the Friend of Mr. Haſtings, they have therefore ſent the Addreſſes to you—They will be delivered to you by Mirza Ally Nukky Khawn Behadre. —It is deſired that you will deliver them to the Honourable the Gentlemen of the Council, and take ſuch Steps that they may be tranſlated and ſent to England. What more? &c.

True Copies.

E. HAY,
Sec^{y} to the Gov^{t}.

N° 3. Second Encloſure in Mr. Thompſon's Letter.

ENCLOSURE, N° 2.

A. An Addreſs under the Seals of the Maha Rajah and Ranny, the Kawjies, Mufties, Mowlavies, Munſubdars, Khawns, and other Perſons of Diſtinction at Benaris, bearing 277 Seals.

a. A Copy of the above Addreſs, with a Schedule ſpecifying the Names, Offices, and Stations of the Perſons whoſe Seals are affixed to the Addreſs. This Copy and Schedule are atteſted by the Official Seal of the Kauzy Ally Nukky Khawn.

B. Addreſs under the Signatures of the Pundits of Mehriſt and Naugur, and other Bramins at Benares, written in the Shanſcrit Language, and in the Dio Nugry Character.
178 Signatures.

b. Copy of the above Addreſs, marked B. atteſted by the Official Seal of the Kauzy.

C. An Addreſs in the Shanſcrit Language and in the Bengal Character, ſigned by the Bengal Pundits reſiding at Benares.
112 Signatures.

c. A Copy of the Addreſs marked C. atteſted by the Official Seal of the Kauzy.

D. Addreſs in the Hindoſtany Language and in the Guzarauty Character, ſigned by the Bankers of the Now Putty Quarter, the Merchants, &c. of Benaris.
402 Signatures.

d. Copy of the above Addreſs marked D. atteſted by the Official Seal of the Kauzy.

(A true Copy.)

E. HAY,
Sec^{y} to the Gov^{t}.

N° 4. Reſolutions of the Right Honourable the Governor General in Council, on Mr. Thompſon's Letter, 31ſt March 1788.

Reſolutions on Mr. Thompſon's Letter, in Conſultation 31ſt March 1788.

The Governor General in Council, having conſidered the Requeſt made by Mr. Thompſon, does not conceive himſelf authorized to preclude Mr. Thompſon, as the Attorney to Mr. Haſtings, collecting the Suffrages of the Natives, or to reject an Application founded in common Juſtice, and therefore reſolves to admit it, ſo far as to authorize the Officers of Government to receive Repreſentations from the Natives, expreſſive of their Senſe of Mr. Haſtings's Conduct towards them, and to tranſmit them, if tendered, to the Secretary, with reſpect to theſe Teſtimonials.

The Governor General in Council deems it wholly unneceſſary to record any Opinion upon a Subject with which he has no Concern or Interference.

Ordered, That the following Circular Letters be written to the Collectors, Judges, and Reſidents:

Mr. Matthew Dawſon, Collector of Moorſhedabad.

Sir,

Mr. Thompſon, who appears to be one of Mr. Haſtings's Attorneys, underſtanding that the principal Native Inhabitants of the Company's Territories are deſirous of bearing Teſtimony to the Merits of Mr. Haſtings, has addreſſed the Governor General in Council, requeſting that he may be permitted to receive their Suffrages, and that the Judges, Collectors, or Reſidents under this Preſidency, may have Authority to tranſmit to the Governor General in Council any Teſtimonies relative to Mr. Haſtings, which may be tendered to them for that Purpoſe, by or on the Part of the Native Inhabitants of their reſpective Diſtricts; with this Requeſt the Governor General in Council has been pleaſed to comply; and I have therefore to inform you, that ſhould any ſuch Addreſſes be tendered to you by or on the Part of the Native Inhabitants within your Diſtrict, you are at Liberty to receive and forward them to me. The Liberty now accorded is merely to receive and tranſmit Teſtimonials when offered; and you are not to deduce any Inference from it that you are authorized to exerciſe any further Interference in this Buſineſs.

I am, &c.

(Signed) E. HAY,

31ſt March 1788. Sec^{y} to the Gov^{t}.

The ſame to Mr. Peter Speke - - Collector of Rajeſhahy,
Mr. Suetonius Heatly - D^{o} of Purneah,
Mr. Day W^{t} M^{c}Dowal D^{o} of Rungpore,
Mr. Geo. Hatch - - Collector of Dinagepore,
Mr. Rob^{t} Bathurſt - - D^{o} of Tirhoot,
Mr. Montgomiree - - D^{o} of Sircar Sarum,
Mr. W^{m} Brook - - - D^{o} of Shawnbad,
Mr. Thomas Law - - D^{o} of Bahar,
Mr. W^{m} Leſlie - - D^{o} of Ramghur,
Mr. R^{t} Adair - - - D^{o} of Boglepore,
Mr. J. Sherburn - - D^{o} of Beerbhoome,
Mr. J. Kenlock - - D^{o} of Burdwan,
Mr. Coſby Burrows - D^{o} of Midnapore,
Mr. W^{m} Pye - - - D^{o} of 24 Pergunnahs,
Mr. Tightman Hinckle D^{o} of Jeſſore,
Mr. Shearman Bird - D^{o} of Chittagong,
Mr. Mathew Day - D^{o} of Dacca Jelalpore,
Mr. W^{m} Wroughton - D^{o} of Momen Sing,
Mr. John Champain - Judge of Dacca,
Mr. Ed^{d} Eyre Burgeſs - D^{o} of Moorſhedabad,
Mr. Laurence Meun - D^{o} of Patna,
Mr. Jonathan Duncan - Reſident at Benares.

C. W^{m} Malet, Eſquire, Reſident at Poona.

Sir,

Mr. Thompſon, who appears to be one of Mr. Haſtings's Attornies, underſtanding that ſeveral of the principal Natives of India are deſirous of bearing Teſtimony to the Merits of Mr. Haſtings, has addreſſed the Governor General in Council, requeſting that he may be permitted to receive their Suffrages, and that the Officers of Government may have Authority to tranſmit to the Governor General in Council any Teſtimonies relative to Mr. Haſtings, which may be tendered to them for that Purpoſe by or on the Parts of the Natives of India; with this Requeſt the Governor General in Council has been pleaſed to comply; and I have therefore to inform you, that ſhould any ſuch Addreſs be tendered to you, you are at Liberty to receive and forward them to me. The Liberty now accorded is merely to receive and tranſmit Teſtimonials when voluntarily offered; and you are not to deduce any Inference from it that you are authorized to exerciſe any further Interference in this Buſineſs.

I am, &c.

31ſt March 1788. (Signed) E. HAY,
Sec^y to the Gov^t.

The ſame to Major Palmer, Reſident with Mahajee Sindia, E. O. Ives, Eſquire, Reſident at Lucknow.

Ordered, That the Perſian Papers, mentioned in Mr. Thompſon's Encloſure, N^o 2, be tranſlated into Engliſh by the Perſian Tranſlator, and tranſmitted to the Honourable Court of Directors with the Tranſlations by the next Ship.

(A true Copy,)
E. HAY,
Sec^y to the Gov^t.

N^o 5. Copy of three Letters from the Deputy Perſian Tranſlator, accompanying Tranſlation of the different Teſtimonials reſpecting Mr. Haſtings.

To Edward Hay, Eſquire, Secretary to the Government.

Sir,

Accompanying I have the Pleaſure to tranſmit you Tranſlations of ſeveral Addreſſes from his Excellency the Nawob Vizier and principal Officers of his Court; from the Rajah and reſpectable Inhabitants of Benares; from the Nawob of Furruckabad, his Miniſters, and Chief Merchants and Bankers of that City; from the Nawob Mobarek ul Dowla, and the Principal Perſons of the Nizamut, and Cities of Moorſhedabad and Rajemhal; and from the Zemindar of Dinagepore and his Officers, which I have made in purſuance to an Order from the Governor General in Council, communicated to me by you on the 27th April laſt.

Thoſe from Benares, Moorſhedabad, and Rajemhal, ſent me by you (the latter Places accompanied by the Letter from the Reſident at the Durbar) are in Duplicate in the Perſian Language, as well as thoſe from Lucknow, with a Letter from his Excellency the Vizier to the Governor General in Council; and I have the Pleaſure to tranſmit you the Duplicates of the Perſian, &c. Addreſſes, with the Tranſlations, having compared them with their Counterparts, which I have lodged among the Records of my Office. Thoſe from Furruckabad and Dinagepore I have copied, and, reſerving the Copies for the above Purpoſe, the Originals accompany my preſent Addreſs—The Letters from the Vizier and Nawaub of Furruckabad appertaining to the Perſian Office, and being addreſſed to Earl Cornwallis, I have ſent Perſian Copies of them atteſted.

All the above Papers are more particularly deſcribed in the accompanying Liſt.

Conceiving you would not want theſe Papers until near the Diſpatch of the firſt Ship for Europe, I have made the Tranſlations when the current and more urgent Buſineſs of my Office would permit. This I hope will apologize for the Delay,

I am, Sir,
Your moſt obedient Servant,

Calcutta,
30th July 1788. (Signed) G. F. CHERRY,
D. P. T^r.

A true Copy.
E. Hay,
Sec^y.

To Edward Hay, Eſquire, Secretary to the Government.

Sir,

Since I addreſſed you on the 30th July laſt, I have received ſeveral other Addreſſes, of which I have made Tranſlations, agreeable to the Order from the Governor General in Council, under Date the 27th April laſt.

The accompanying Liſt will point out the Particulars of the above Papers, being the Addreſſes with their Tranſlations.

I am, Sir,
Your moſt obedient Servant,

Calcutta,
17th September 1788. (Signed) G. F. CHERRY,
D. P. T^r.

A true Copy.
E. Hay,
Sec^y to the Gov^t

To Edward Hay, Eſquire, Secretary to the Government.

Sir,

I have now the Pleaſure to forward you further Teſtimonials relative to Mr. Haſtings, as per ſeparate accompanying Liſt, with Tranſlations of each.

The Letter from the Collector of Nudea will explain the Circumſtance of the Seal of Rajah Seo Chund being affixed to an Addreſs from him, which was not delivered until after his Demiſe; and the Letters from the other Collectors, which accompanied the Addreſſes from the Zemindars, &c. of their reſpective Diſtricts, were not ſent to me.

I am, Sir,
Your moſt obedient humble Servant,
(Signed) G. F. CHERRY,
D^r P. T^r.

Calcutta,
4th November 1788.

A true Copy,
E. Hay,
Sec^y to the Gov^t.

N° 6. Copy Tranſlation of Perſian Addreſs from Benares.

A.

Papers received the 27th April 1788, and tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788.

Tranſlation of an Addreſs marked A. under the Seals as under-written:

All we, reſiding, born, or on a Viſit at Benares, whether of the Hindoo Religion, or Followers of Mahomet, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſeworthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England, that Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all.—He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetouſneſs and Avidity; during the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him, nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice.—He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it, but always applied by Soothings and Mildneſs the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair.—He diſplayed his Friendſhip and Kindneſs to all.—He deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror.—He tied the Hands of Tyrants and Oppreſſors by his Juſtice, and by this Conduct he ſecured Happineſs and Joy to us.—He re-eſtabliſhed the Foundation of Juſtice; and we at all Times during his Government lived in Comfort, and paſſed our Days in Peace.—We are many many of us ſatisfied and pleaſed with him.—As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion and of the Duties of our Sects, and guard the Religious Cuſtoms of each from the Effects of Misfortunes and Accidents.—In every Senſe he treated us with Attention and Reſpect. We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Seals affixed to this Addreſs.

Seals of the Caazies.

Caazy ul Caazeat Molavy Waſſit Ally Khan,
Caazy Tucky Ally Khan, Caazy of the City of Benares,
Caazy Rahmut Ally Khan, Caazy of Chunar, in the Diſtrict of Benares,
Caazy Sied Mohmud Amman,
Meer Caaſnell Ally, Deputy of Caazy Tucky Ally Khan,
Vellayert Ally Khan, Nephew to Caazy Tucky Ally Khan.

Seals of the Moofties.

Moofty Kurrem Alla, Moofty of the City of Benares,
Moofty Mahomed Akberally Khan, Moofty of Jownpoor, in the Diſtrict of Benares,
Molavey Mahomed Naſek, Moofty to his Majeſty,
Moofty Ameer ul Dien, Moofty of Chunar Gurr,
Sheikt Enact Ally, Brother to Moofty Kurreem Ulla,
Sheik Golaum Hoſſein, Brother to Moofty Tofel Ally, deceaſed,
Moofty Arſud.

Seals of the Learned Men.

Molavey Sied Buddy ul Dien Ahmud,
Molavey Serajul Huc,
Molavey Fayk Ally,
Molavey Golaum Hoſſein,
Molavey Abdul Hady,
Molavey Selamet Ally,
Molavey Fuckerull Dien Mahomed,
Molavey zeffer Ally,
Molavey Nujub Ulla,
Molavey Waſſil Ally,
Molavey Ahmud Ulla, Molavey to his Majeſty,
Molavey Mahomed Aſhlum.

Seals of the principal People, the Men of Family, and the Menſubdars, or Men holding Offices.

Ameer ul Dowlah Nawab Mahomed Akbar Khan Behadre, Brother to Mofud ul Dowla Nawab Abdul Ahad Khan Behadre,
Nawaub Sied Mahomed Baker Khan, Son of Nawaub Allyjah Coſſim Ally Khan,
Nawaub Sied Mahomed Arzize Khan, Son of Nawaub Allyjah Coſſim Ally Khan,
Nawaub Sied Abdulla Khan, Son of Ditto,
Nawaub Sied Golaum Ally Khan, Son of D°,
Nawaub Sied Budder ul Dien Mahomed Khan, Son of Ditto,
Nawaub Sied Abdul Ally Khan, Son of D°,
Nawaub Sied Golaum Hoſſein Khan, Son of D°,
Meer Mahomed Naſir Khan, Son-in-Law to D°,
Nawaub Sied Fuzal Ally Khan, Son to Nawaub Roſtum Ally Khan, who was Proprietor of Benares,
Seid Afzul Ally Khan, Grandſon to Roſtum Ally Khan,
Aumeer ul Dowlah Azizul Moulk Nawaub Ally Ibrahim Khan Behadre Neſſer Jung,
Ally Nucky Khan Behadre,
Nawab Neſſer ul Dowlah Nuſſier ud Dien Ally Khan Behadre, Sumſaum Jung,
Mirza Mahomed Sadue, Son-in-Law to Nawaub Mooneer ul Dowlah Mahomed Sujah Khan Behadre Nadir Jung,
Maha Rajah Govindram Behadre Scopadar Jung, Vakeel to the Vizier,
Merdaan Ally Khan, Son of Nawaub Mahomed Ally Khan Hiſtondanza,
Sujah Ally Khan, Son to Ditto,
Rajah Daal Chuna, Relation of Juggut Seat,
Shahal Khan Neazy, Son of Loll Khan, who was a Man of Conſequence under Rajah Bulwunt Sing,
Mahomed Coſſim Beg Khan Behadre, an Aumil of Benares,
Dubber ul Moulk Ihtaram ul Dowla Mirza Kullub Allay Khan Behadre Hybut Jung, Aumil of Jounpoor and other Pergunnahs,
Kerramut Ally Khan,
Rahmut ulla Khan, Superintendant of Andawlut,
Abdul Ruſſed Khan,
Nuzzer Baakey Beg Khan Behadre,
Mahomed Aſhruf Khan,
Aiſk Ullah Khan, Accomptant of Benares,
Rhooul Ameen Khan, Relation of the Caazy of Benares,
Warris Ally Khan,
Golaum Hoſſein Khan,

Mehſen Ally Khan,
Mahboob Ally Khan,
Hackim Reza Cooley Khan,
Alla Ally Khan,
Zea Ullah Khan,
Golaum Furrud Khan,
Abdul Rehim Khan,
Ally Ahmed Khan,
Sied Amjerd Ally Khan, Jaghierdar of Jaunpore,
Noor ul Dien Mahomed Khan,
Jummul ul Dien Ally Khan,
Sied Fuzl Ally Khan, Jaghierdar of Jaunpore,
Sied Mahfooz Ally Khan,
Mahomed Aſhruff Khan.

Seals of the Rajah, Rannee, and Baboos, &c.

Rajah Mehipnarain Sing Behadre, Rajah of Benaris,
Rannee Golaub Koor, Widow of Rajah Bulwant Sing deceaſed,
Baboo Bhoopnarain Sing, Brother to Rajah Mehipnarain Sing Behadre,
Baboo Oſſan Sing, Deputy to Rajah Bulwant Sing and Cheyte Sing,
Baboo Juggut Sing, Nephew to Rajah Bulwant Sing,
Baboo Pertaub Sing, Son to Baboo Munniar Sing, Nephew to Rajah Bulwant Sing,
Baboo Anſoo Maim Sing, Son to Ditto,
Baboo Dullep Sing, Superintendant of the Affairs of Rajah Mehipnarain Sing Behadre,
Lolla Goor Bukſh, Bukſhy to Rajah Mehipnarain Sing Behaudre,
Lolla Suddanund, Bukſhy and Dewan to Rajah Cheyte Sing,
Baboo Scopurſon Sing, Son of Baboo Ojaib Sing, Deputy to Rajah Mehipnarain Sing Behadre,
Baboo Dulljeſt Sing, Son-in-Law to Baboo Ojaib Sing,
Baboo Sunker Ruttun Sing, Relation to Rajah Bulwant Sing,
Baboo Sumboo Ruttun Sing, Brother to Baboo Sunker Ruttun Sing,
Rajah Bhuggut Sing, Zemindar of Pergunnah Chouſa, in the Diſtrict of Benaris,
Rajah Bhawbub Deo, Zemindar of Pergunnah Balea, in the Diſtrict of Benaris,
Rajah Omba Sunker Pundit, late Superintendant of the Mint,
Baboo Sernaum Sing Bhowhar, Relation of Rajah Bulwant Sing,
Sied Hemmeat Ally Khan, Grandſon to the Nawaub Roſtum Ally Khan deceaſed.

Seals of the Mahomedan Inhabitants and Reſidents of Benaris.

Shiek Mahomed Hoſſein Yakoob, Canongoe of Havily Benaris,
Shiek Mahomed Ally Meer Adill, of Benaris,
Shiek Rehmict Ally, Brother to D^o^,
Hakim Abdulla,
Hakim Futty Ally,
Khajah Abdulla,
Khajah Mahomed Ally,
Khajah Fyze Ally,
Mirza Aſſud Ulla Beg,
Meer Hady, Darogah of Nirzapoor Cuſtoms appertaining to Benaris,
Shiek Roob Ulla,
Mirza Golaum Bukſh Bund,
Meer Mahomed Wujeah,
Mirza Ally Akber, Son of Mirza Fyze Ulla Beg, Companion of Rajah Chyte Sing,
Mirza Newajies Ally,
Mullick Ahel Ullah,
Mullick Jemnut Hoſſien,
Mullick Mozuffer Hoſſein,
Mullick Futteh Ulla,
Shiek Rhadim Ally,
Khajah Abul Hoſſein,
Shiek Aumeen ul Huc,
Sied Subz Ally Hoſſeiny,

Shiek Hoſſein Ally,
Mirza Mahomed Bukſh,
Sied Golaum Hyder,
Hakim Meer Golaum Ally Jaunpoory,
Shiek Mahomed Buſſer, Aumeen of the City,
Mirza Muſkoo,
Mirza Jaffer Beg,
Mirza Baaky Beg,
Mirza Aſſoor Beg,
Peer Mahomed Khan,
Shiek Mahomed Mah, Zemindar of the Cutra of Shiek Setiem, in the City of Benaris,
Mirza Abdulla Beg,
Khaja Fyze Ally Saany,
Mirza Mahomed Sajah,
Meer Bieſin Ullah,
Shiek Noor Mahomed,
Siedy Rajeb,
Mahomed Awadaan Khan,
Sheik Shahad Ally,
Sheik Subkut Ulla,
Syed Cubner Ally,
Sheik Maun Ulla,
Mirza Mahomed Coazim,
Mirza Mohib Ally, Succeſſor to the Punjea Sheriff,
Shiek Golaum Hoſſein, Succeſſor to the Immaun Barra,
Neamut Beg, Merchant,
Mirza Jaffer Ally, Moonſhy,
Sied Fyzl Ally,
Shiek Tolleb Ally,
Karkim Mirza Hoſſeina,
Fyzl Ally Hoſſeina,
Salema Beg,
Mahomed Caazim,
Tollib Ally,
Shiek Fyze Ulla,
Mirza Kurrum Beg,
Mirza Azeez Beg,
Meer Ally Azeem Jounpoory,
Hazy Jumſhed Beg,
Mahomed Wajee,
Cureem Ally,
Mirza Hoſſein Ally,
Sied Shaadulla,
Mirza Mahomed Rohmut ulla Beg.

Seals of the reſpectable Hindoo Inhabitants of Benaris.

Beneram Pundit, Vakeel to Maha Rajah,
Moodagee Booſla, of Nagpoor, Mahratta,
Lolla Chumput Roy, Aumein of Benaris,
Roy Berjoo Loll,
Roy Seo Sing,
Lolla Sunder Doſs, Brother to Lolla Chumput Roy, Aumein,
Muſlees Roy, Son-in-Law of Buggut, Dewan to Rajah Cheyte Sing,
Roy Shadoo Ram, Son of Roy Madoo Ram, Dewan of Soubah Illahabad,
Lolla Mooteram, Naib of Lolla Chumput Roy, Ameen,
Lolla Nehall Chund, Brother to Roy Shadoo Ram,
Lolla Kiſhen Perſaud,
Lolla Bechun Loll,
Lolla Hurnaum Hirra,
Lolla Buſty Loll,
Lolla Ramdhun,
Lolla Ram Bukſh,
Lolla Sumbull Sing,
Lolla Sanoul Sing,
Lolla Hirra Loll,

Lolla Ram Doyal,
Lolla Seajee Mull,
Lolla Seonarain,
Lolla Ramperſaud,
Moonſhee Monick Chund,
Lolla Shitaub Roy,
Lolla Jehangery Mull,
Row Behaudre Sing, King's Officer,
Lolla Mohun Sing, King's Officer,
Cawn Doſs, a Servant at the Mint,
Lolla Moatee Loll,
See Sing,
Lolla Mungle Sein, Vakeel to Raja Cheyte Sing,
Dulpet Roy.

Seals of thoſe who enjoy Penſions and Allowances.

Meer Jaffer Ally, Jaghiredar in Jounpoor,
M^r^ Baker Ally, D^o^ D^o^
Shiek Fyzl Ally, Nephew to Moofty Kurrim Alla,
Meer Mahomed Ibrahim,
Mirza Caamel Ally Beg,
Sied Negabut Ally,
Sied Mobareck Ally,
Bowanny Sunker,
Sitaram Sunker,
Pattyram Miſſer,
Shah Ahmed Abdulla,
Shah Ahmed Hoſſein, Brother to D^o^
Shah Aumeer Ul Dien, Relation of D^o^
Shiek Golaum Gous,
Shiek Maaſſoum Allum,
Izzut Ally Kourſy,
Kout Ally,
Noor Ally,
Shiek Golaum Meer,
Shiek Rehmut Ally,
Shiek Souban Ally,
Durwiſh Ally Hoſſeiny,
Inact Ally,
Roſtrum Ally,
Golaum Hoſſein,
Doſt Ally,
Subber Kummer Ally,
Fyze Ally,
Meher Ally Hoſſeiny,
Syed Golaum Iſſa,
Syed Mohamed Ewz,
Hera Gir,
Goſſien Omer Gir,
Churn Gir,
Shadoo Ram,
Dowlut Ram Nanuc,
Moſſyrruf Ally Hoſſeiny,
Fyzl Ally,
Golaum Hoſſein Ally,
Mahomed Ally Ahmedy,
Syed Azmut Ally,
Periſram Gir,
Munny Ram,
Ram Gurrub,
Gunga Dutt, Brother to Serakiſhen,
Gopahund,
Obyram,
Doorga Dutt,
Gunput Bramin,
Khajah Mahomed Mah,

Wahud Ally,
Delere Ally,
Morad Aſhruff,
Shieck Fuzl Ally,
Shah Mahomed Ally,
Shiek Mahomed Newaz Seddaky,
Shah Mahomed Ewuz,
Sied Jubber Ally,
Golaum Sherif ul Deen,
Mahomed Awfack,
Shiek Inact Mokdoom,
React Ally,
Ahmed Ally,
Hyder Ally,
Mahomed Khulliel,
Meher Ally,
Golaum Hoſſien,
Immam Ally,
Omed Ally,
Imam ul Dien,
Mohy ul Dien Abker,
Akber Ally,
Wahed Ally,
Fyzl ul Dien,
Mahomed Aziem ul Dien,
Golaum Ruſſool,
Rookun ul Dien,
Golaum Meer,
Aſhruf Ally Beg,
Mirza Bubber Ally Beg,
Aſſoor Ally Beg,
Mahomed Aſhroff,
Meer Roſtrum Ally,
Meer Hyder Ally,
Niſſer Ally,
Bekum Miſſer,
Setaram,
Dumoonder Chum,
Mahomed Mah.

There are 278 Seals on this Addreſs.

A true Tranſlate,
(Signed) G. F. CHERRY,
Dep. Perſ. Tranſlator.

Tranſlation of a Paper marked B.

The Perſian Tranſlation of a Paper, written by the Maharatta Nagur, and every other Set of Pundits and Bramins, under their Signatures, in the Shanſcrit Language and Deonagur Characters. —We, who are Inhabitants and Reſidents in the Country and City of Benares, declare, That we are pleaſed and ſatisfied with the Conduct and Kindneſs of Mr. Haſtings.—First, For his Exertions for the Proſperity of Caaſhy (Benaris) the Reſidence of Biſheſherſee, and the principal Place of Worſhip of all the Hindoos of Hindoſtan.—Secondly, For the Eaſe and Credit we experienced during his Government.—Thirdly, Becauſe formerly there were great Oppreſſions committed by Gunga Puthan (Brahmins who officiate in the Duties of Religion) on the Pilgrims; on which Account few Pilgrims came: Theſe he removed, and conſequently the Number of Pilgrims is now encreaſed from all Parts of Hindoſtan; this Treatment was never before experienced.—Fourthly, He appointed the Nawaub Ally Ibrahim Cawn for the Protection and Adminiſtration of Juſtice in this City, becauſe this Magiſtrate poſſeſſed Abilities, is juſt and diſintereſted. He inſerted in the Regulations delivered to him, that the Deciſion of Diſputes between Hindoos or Mahomedans muſt be made according to the reſpective Religious Tenets. If Mahomedans, according to the Rites of Iſlam; and nominated learned Men to expound the Laws of the Khoran.—If Hindoos, agreeable to the Shaſtah; and appointed Pundits to lay down the Rules of it. And he alſo provided in the Regulations for the Peace and Quiet of us. This Magiſtrate exerts himſelf for our Peace, and has ſtopt all Taxes, Bribery, or other Expence, during his Adminiſtration; and we enjoy, during his Adminiſtration, more Quiet than during thoſe of Rajah Bulwant Sing and Rajah Cheyte Sing.—Fifthly, That during the Time he reſided in Benaris, Mr. Haſtings treated us all, on a Viſit to him, with Kindneſs and Reſpect, according to the reſpective Rank of each; and pleaſed every one with his beſt Ability, and at all Times was anxious for our Happineſs.—Sixthly, For erecting, at his own Expence, a Nabut Khana (a Place for a Kind of Drum) at the Door of the Temple of Biſheſhur, which is the Place of Worſhip of all Hindoſtan.—Seventhly, That at no Time did he omit any Particular tending to the Protection of the Inhabitants of this City; with reſpect to us, that he never was intereſted, nor ever was deſirous of Detriment or Injury towards us. We have repreſented, with Sincerity and Truth, what pleaſing and proper Conduct Mr. Haſtings obſerved towards us. The Fame of the King and Company are ſpread through Indoſtan; and we, who have experienced Comfort and Eaſe, offer up our Prayers for the Proſperity of His Majeſty, and the Succeſs of the Company.

Written in the Month of Cartic Suddee 6th, 1844, Friday,
by the Inhabitants of Benaris (Caaſhy) October 1787.

The Signatures to this Addreſs.

Niel Caunt Bhutt,
Bineſſer Sheſh,
Atmram Colly,
Ballum Butt Gawoley,
Bhyrow Deſheth,
Meg Naut Deo,
Sumboo Deo Deo,
Jogram Dutt,
Jagernaut Bhutt Sookul,
Byjonaut Bhutt Give Mundim,
Jagennaut Miſſer,
Gungaram Corray Khull,
Ramchunder Bhutt Kootker,
Atmram Pooranie,
Bhutt Gungaram Jarry,
Soam Noth Bhutt Nevytanagur,
Bhow Deo Miſſer,
Bhyrow Decheth,
Balkiſhen Decheth, Merchant,
Davum Bhutt,
Kiſhen Bhutt Arry,
Sekharam Bhutt,
Juggeſher Bhutt,
Hurrikiſhen Decketh,
Baboo Decketh Awe a Check,
Ramkiſhen Teppatty,
Ody Sunker Pundit,
Anne Shaaſtry,
Sudda Seo Bhutt,
Balmochund Bhutt Kholey,
Balkiſhen Decketh,
Settaram Bhutt Pooranie,
Pundit Nana Paunuc,
Balkiſhen Karray Kull,
Munny Ram Bhutt Shudda Berty,
Byjonaut Bhutt Naugrage,
Prem Sunker,
Anunt Ram Bhutt Luckmeeder,
Lamboojie Decketh,
Ody Kiſhen Tewarry,
Luckmudur Decketh,
Luckmun Bess,
Bullubjea,
Seo Doolubjee Gopauljea,
Joykiſhen Pautuc,
Anundram Anuntram,
Mya Noth Ponda,
Sedda Kiſhen Joaney,
Punda Nundram,
Mocundram Sookul,
Kullianjee Decketh,
Mool Noth Rooderjea,
Dooby Kewel Kiſhen,
Seoperam Je Wun,
Tewarry Biſhen Deo,
Tewarry Kanho Deo,
Bawin Kiſhun,
Doobey Gunputjea,
Doobey Biſnoram,
Soonoz Kiſhen,
Tewany Biſhen Bullub,
Bowra Gungaram,
Bowra Byſnoram,
Pundee Rulliangee,
Tewarree Mootee Loll,
Dooby Kanhojea,
Anundram Sookul,
Ram Dutt,
Kewul Kiſhen Decketh,
Denanaut,
Romkiſhen Bhutt Kholey,
Anuntram Bhutt,
Mohidur Dunn Odey Karry,
Balmokund Arry,
Hurry Bhutt Dhoobly,
Waſdea Bhutt Goojur,
Seoram Bhutt Khoſey,
Jagernaut Durm Odykarry,
Anuntram Bhutt Pottoredum,
Benack Bhutt Mouney,
Kirpa Kiſhen Jakick,
Seo Loll Pottuck,
Lurkmy Bhutt,
Beebroopotch Shaaſtry,
Bowanny Sunker Takoor,
Juggaſſer Shaaſtry,
Megaput Jooſey,
Guniſh Bhutt Sarung Panney,
Seo Bhudder Pautuc,
Sooje Ram Jarry,
Arrat Ram Doolubram,
Govindram Seo Dutt,
Beeny Ram Boma,
Nurſeyjee Meſſer,
Mohum Loll Moolydur,
Doobey Cherunjeeb Acha Sunker,

Diookurn Buktram,
Gowra Sunker Owara Chund,
Nana Perimiſſer,
Cumla Cum Achlaſſer,
Doobey Benothiram,
Ram Niſſet Bicum,
Coſſiram Ruttyſhier,
Ryttoram Simmorkham,
Biddadur Odey Curn,
Doobey Izzertram Suzzearam,
Soodarejuar Juggutram,
Daya Dhut Denanoth,
Doya Noth Bizmo,
Kotaſatook Kiſhen Doyal,
Durra Dhur Mimgleiſſer,
Rewa Doſs,
Jaat eſſer,
Amba Sunker Bejy Sunker,
Lalla Dhurr Roopram,
Coſſiram,
Coſſiram Seo Sunker,
Jaamy Ruva Dutt Beharry Loll,
Soorjee Ram Munſaram,
Nanna Mocka,
Govind Ram neer Bunkeſſer,
Iſſerjee Luckoojee,
Jaany Anund Ram Izzutram,
Mokeſſer,
Ruſſick Loll, Bridge Loll,
Doyanut Rurna kurn,
Ram Dutt, Surrengeſſer,
Sunmookram, Atermram,
Doorga Sunker Doyaram,
Bejyram Chaſumram,
Balmocund Sunker Bullub,
Chundreſſer,
Hira Rim Moola kirn,
Biſo Noth cha Gopinauth,

Jotaſſer Luchmee eſſer,
Prem Sunker,
Matha Gopaul Kiſhen,
Ambaram Beas,
Kiſhenjee Jaſey,
Ram Chund Beas,
Tewarree Biſheſſer,
Doobey Soorjee jee,
Tewarree Ruttonjee,
Tewarree Ambaram,
Gunpet Jonſy,
Inddooputt Jonſy,
Punda Maha Deo,
Bidda Ahur Bith,
Rajaram Kewerlram,
Deo Dutt Bhutt,
Biddanund Jonſy,
Birreſſer,
Metaram Bhutt,
Ajahram Kriſhn,
Tewarry Bijjo Noth,
Dooby Chuttoor Booje,
Dooby Deo Ram,
Ojah Rady Kriſhn,
Amba Sunker Joany,
Anund Ram Beas,
Munſaram,
Ruggonoth Gopaul,
Duheth Hurrikſhen,
Sooruz Dull Sookull,
Jervanram Doliry,
Gopall Deo,
Chuttereſſer Bhutt,
Purboo Deo Beas,
Seo Sunker Decheth,
Narain Deo,
Kurpa Sunker Decheth,
Gocul Noth Decheth.

(A true Tranſlate).

(Signed) G. F. CHERRY,
D. Pʸ Tranſlator.

A true Copy.
E. Hay,
Secʸ to the Government.

C.

Tranſlation of the Paper marked C.

The Perſian Tranſlation of Paper written by the Bengal Pundits in the Shawſerit Language under their Signatures. Repreſentation from the Inhabitants of the City of Benaris, and Pilgrims of the Country, to the King of England and the Company.—We are ſatisfied with the Conduct and Friendſhip of Mr. Haſtings; during his Reſidence in this Country he always intereſted himſelf in our Welfare, and in the Protection of our Reputation and Credit. As from the Effects of Mr. Haſtings's Kindneſs, we reſide in the City of Benaris with Comfort and Eaſe, and the Promoters of Diſturbances are ſeverely puniſhed; many People come from all Quarters to reſide here in conſequence of knowing of this Happineſs. He has appointed the Nawaub Ally Ibraim Cawn, from a Conviction of his Underſtanding, Prudence, Fear of God, and Diſintereſtedneſs, to protect the good and to puniſh the bad Men, and to adjuſt the Cauſes between Mahomedans according to Koran, and between Hindoos according to the Shaſtar; and Ally Ibrahim Cawn poſſeſſed thoſe Virtues, and acts conformable to their Precepts; and in conſequence thereof our Protection and Safety is greater than during the Government of former Rajahs. When Mr. Haſtings came to Benaris, every Perſon who went to ſee him were received with Attention and Reſpect, according to their Rank. And in order to pleaſe God (Biſhwiſher) and to ſecure eternal Protection, he eſtabliſhed the Nubut at his own great Expence on the Door of the Temple of Biſhwiſher. During the

Time of his Reſidence in theſe Provinces, he cheriſhed us as his Children. He did not in the leaſt Inſtance occaſion any Injury towards us. On theſe Accounts we have always lived in Peace; and the King of England, who is our Protector and the Guardian of the Poor, and the Company, have gained great Fame, and we pray for their Proſperity.——This is the Repreſentation of the Inhabitants of Benaris.

The Signatures to this Addreſs.

Kerparam Turkſeddaunt,
Govindram Nea' Punchanum,
Ram Ram Seddaunt,
Coſſiram Chatterjea,
Ramkiſhen Surma,
Shaam Biddbages,
Kiſhen Mungle Sirma,
Kiſhen Chund Sorboun,
Jougul Kiſwar Opedea;
Kiſhen Chund Mokerjea,
Doolall Nea Luncar,
Bulram Baſpully,
Ram Lochun Mokerjea,
Sedda Nund Turhbages,
Seo Noth Turhbages,
Anumd Chund Buttacharjea,
Ramchurn Beddabages,
Coſſinoth Methul,
Gungaram Punchanun,
Ramperſaud Bundopaddea,
Ramſunder Roy,
Buckleſſer Punchanun,
Collyperſaud Buttercharjea,
Gunga Dur Biddabages,
Kinnamund Bidda Luncar.
Ramchund Chuckerbutty,
Hurry Dea Turkbages,
Ramchunder Bidda Luncar,
Ram Ram Bukſhy,
Bulram Buttacharjea,
Rooder Ram Sircar,
Bowanny Churn Sircar,
Ramſunker Bundapaddea,
Chunder Sunker Biddabages,
Seoperſaud Baaſput,
Collyperſaud Siddant,
Seo Narrain Bundopaddea,
Durpnarain Buttacharjea,
Gocul Kiſhen Bidda Luncar,
Ramma Caunt Bidda Luncar,
Ram Naut Sirma,
Chundea Churn Serma,
Luchun Bidda Bages,
Ramma Caunt Bidda Luncar,
Gunga Ram Punchanin,
Luckinarain Serma,
Kiſnanumd Serma,
Khellaram Serma,
Tilluck Chunda Gongooly
Ram Ram Serma,
Ramjoy Gongooly,
Collyperſaud Serma,
Jugo Mohum Mokerjea.
Sobath Noth Serma,
Ramdoſs Serma,
Kiſhna Ram Sorboum,

Joykiſſen Serma,
Joy Sunker Serma,
Permanund Gongooly,
Nitta nund Serma,
Sumboo naut Opadea,
Joynarain Goſaul,
Bowanny Suhker Serma,
Gunga Hurry Bodopadea,
Ramſuntoſe Chatterjea,
Biſſonaut Chatterjea,
Ram Ram Siddant,—
Jagur Noth Roy,
Marrick Chund Serma,
Gunga Dhur Bidabages,
Rammohun Buttachargea,
Rambuddes Nea Sunker,
Joydell Serma,
Jaque Noth Serma,
Caſſinoth Serma,
Dabnarain Serma,
Gopaul Sunker Punchanum,
Luckinarain Nea Buges,
Kiſhen Deo Chatterjea,
Jeogul Mohum Serma,
Biſſonaut Ghoſe,
Ragonath Pollit,
Collyperſaud Sircar,
Byrochurn Seal,
Suntoo Sing,
Ramnarain Seal,
Ramſunder Sye,
Rammohun Pollit,
Praunkiſhen Pollit,
Kiſhen Mohun Doſs,
Ramſunker Boſe,
Ram Hurry Doſs,
Ramnudy Doſs,
Hurrichurn Mullick,
Bridge Keſwar Ghoſe,
Colliperſaud Serma,
Colly Sunker Suma,
Collyperſaud Serma,
Kerjuham Buttacharjea,
Peraun Noth Tacoor,
Ramchurn Barrojea,
Neelmoney Tacoor,
Cheyton Churn Tacoor,
Hurry Kiſhen Bothe,
Biſno Sunker Decheth,
Munnoo Decheth,
Biſno Noth Miſſer,
Bedth Naut,
Narrain Miſſer,
Auſſaun Miſſer,
Colly Doſs Siddaunt.

A true Tranſlation,
G. F. CHERRY,
Dep. Perſ. Tranſlator.

A true Copy.
E. Hay,
Sec^{y} to the Gov^{r}.

d.

Tranſlation of the Paper marked D.

The Perſian Tranſlation of a Paper, written by the Noputty Bankers, Merchants, and others, under their Signatures, in the Hindoo Language, and Guzzeratty Characters.

We are Merchants, Bankers, and Reſidents in Benaris; and repreſent, with Faith and Truth, that Mr. Haſtings never plundered any Man's Property, never injured any one's Character or Reputation, never received any Bribe, never poſſeſſed any Man's Territory or Property by Deceit, nor ever ruined the Country; but, on the contrary, laboured at the Proſperity and Satisfaction of all Mankind, pleaſed every one by his Kindneſs and Affability, appointed a Man of reſpectable Character for the Protection of the City, and to adminiſter Juſtice in it, gave his Aſſiſtance for the Promulgation of the Tenets of the Mahomedan and Hindoo Religions, and held a Conduct pleaſing and ſatisfactory.—As Mr. Haſtings was poſſeſſed of Abilities, and acquainted with the Cuſtoms of Hindoſtan to a great Degree, he pleaſed every Sect with his ſuperior Manners; he was in the higheſt Senſe deſirous of Juſtice and Protection of the Ryotts; we were very much pleaſed, and happy at his Conduct.—We have repreſented what we knew.

The Signatures to this Addreſs.

The Signatures of the Noputty Bankers and Merchants, &c.

Nugger Shutt Chutter Booſe Doſs,
Ram Chund Shahoo,
Futty Chund Shahoo,
Munnohur Doſs Shahoo Rowra,
Coomun Doſs Shahoo,
Rajah Butchraje,
Arjungee Nathjee,
Sook Deo Roy Caſhmury Mull,
Baboo Khoſaul Chund,
Khetſu Tilluckſee,
Ramchund Gocul Chund,
Bowanny Doſs, Brother of Gopaul Doſs,
Cawn Doſs,
Baboo Cawn Chund,
Govind Chund,
Munna Loll Shahoo,
Khoſaul Doſs, Cawn Doſs. Bankers,
Juddoo Ram Hurry Sunker,
Coſſinoth Nundram,
Mohun Doſs Gocul Doſs,
Doobey Licohanee Noth,
Chumput Noth Byjonoth,
Cowlaput Johjurry,
Ody Cawn Doſs,
Girdhur Doſs Gocul Doſs,
Mohun Loll Mootee Ram,
Mocund Loll,
Bhuzzen Loll Jumma Doſs,
Cawn Doſs Chutter Booſe Doſs,
Ruſſick Doſs Gopaul Doſs,
Bhoodhur Doobey Shahoo,
Deby Doſs Mohim Loll,
Chawunny Loll Tewarry,
Lutchmee Narain,
Byze Noth,
Joyram Doſs,
Munſaram Lell Chund,
Lolljee Jouky Loll,
Damonder Tirboobim Doſs,
Gungaram Seo Bukſh,
Tahoor Doſs Cawn Doſs,
Gunga Biſhen Mahaded,
Hurperſaud Doobey,

Seo a Doſs Jowhurry,
Bindrabun Muthra Mun,
Bowanny Doſs Pryogwall,
Kiſhenjee,
Mahadeo Balkiſſen,
Mahodoſs Nerrotum Doſs,
Roop Chund,
Ramkiſſen Khazanchee,
Rammun Loll,
Byjo Noth Setul Bukk,
Mongly Doſs,
Seramun Doſs,
Jumma Doſs,
Gopaul Doſs Chowdry,
Mhunt Jewan Ram Nagur,
Chowdry Sookraje,
Jumma Doſs Gobindhum Doſs,
Doyal Doſs, Relation to Caſhmeery Mull,
Beerbul Doſs Jouharry,
Sumboo Noth,
Byjonothjee,
Joy Curn Doſs,
Moolrage Joota Mool,
Bridge Lochun Doſs,
Chutter Doſs Bazzar,
Koobeer Doſs,
Bridge Rooton Doſs,
Mun Nohun Doſs,
Ruſſic Loll,
Sean Doſs,
Sagur Chund Perſuttom Doſs,
Bridge Put Doſs,
Comun Doſs, Permanund Doſs,
Gopaul Doſs,
Doolum Doſs,
Beeny Doſs,
Judgewun Doſs,
Ram Doſs Mour,
Loll Chund,
Jewan Ram Petumber Doſs,
Chabeel Doſs Bridge Bhowrin Doſs,
Gocul Doſs,
Bridge Bullob Doſs,

Gopaul Doſs,
Hurry Jewan Doſs,
Cawn Doſs Rummon Doſs,
Monick Doſs Jujewan Doſs,
Buggoonaut Jumma Doſs,
Domonder Doſs Bridge Bullob Doſs,
Juggoo Shahoo,
Gopaul Doſs,
Lutchmun Doſs,
Bheny Dhur,
Chutter Doſs,
Takoor Doſs,
Seromun Doſs,
Ramjewun Doſs,
Madree Doſs,
Doolum Doſs,
Jewan Doſs,
Bridge Rutton Doſs,
Rutton Doſs, Bridge Loll Doſs,
Bridgeput Doſs,
Annoopun Doſs,
Jait Mull Choudry Bazar,
Juggoo Shahoo,
Joyram Doſs,
Deby Sing,
Comun Doſs,
Ram Doſs,
Nerput Miſſer,
Cawn Doſs Muthra Doſs,
Ruttun Chund,
Joy Sunker Begey Sunker,
Ram Doſs,
Bridge Bullum Doſs,
Seteram Bazar,
Madrel Doſs Peemanund Doſs,
Jummeda Doſs,
Gunſaim Doſs Kullian Doſs,
Jewan Doſs,
Goberdhun Doſs Ram Doſs Bazar,
Mohun Doſs Shahoo,
Perboo Doſs Gocul Doſs,
Nurrotum Doſs,
Gopaul Doſs,
Perzanund Doſs,
Bogwan Doſs Saam Doſs,
Rajah Ram,
Gida Mull,
Beenee Doſs Bazaz,
Hurry Jewan Doſs Joyram Doſs,
Metaloll Jurry Walla,
Suggoo Shahoo Bazaz,
Gunnam Doſs Bazaz,
Chuter Doſs Bazaz,
Oday Ram,
Seo Sunker,
Doyal Doſs,
Suwucham,
Biſhen Naut,
Moddoojee,
Tackoor Doſs,
Rada Kiſhen Connoy a Loll,
Kiſhwar Doſs, Rada Kiſhen,
Doyanarain,
Futty Chund Bowanny Perſaud,
Loll Chund,
Loll Doſs Toolſey Doſs,
Jewan Loll,

Ghummundy Mull,
Hurgovind Miſſer,
Mahatub Roy Miſſer,
Nunſook Doſs,
Now Nid,
Joyt Mull,
Govind Punth Bazaz,
Petum Doſs Bazaz,
Cowal Noyan,
Goberhun Doſs,
Ghunſiam Doſs,
Anundjee Doobey,
Munnohur Doſs Bazaz,
Bejeyram Bhudge Ram,
Chunny Loll Munney Loll Bazaz,
Buddul Sing Bazaz,
Chubbul Doſs,
Chittoo Loll,
Gungal Perſaud,
Khadaroo Mull,
Ramchund Naik,
Baboololl Kullian Doſs,
Nerput Roy Khettry,
Bowanny Doyal,
Bal Govind,
Narainjee,
Coſſinaut,
Kiſhen Doſs Lutchmun Doſs,
Ramjur Dollputroy,
Sehizram Selamut Roy,
Munno Loll,
Kirparam,
Radda Mull,
Budlaram,
Perboo Doſs,
Lolljee,
Bejeram,
Sedanund,
Baboo Loll,
Kinnoo Buggut,
Jytem Mull,
Gunput,
Keſſo Ram,
Mungle Sein,
Punjaub Doſs,
Hurry Sook.
Sungum Loll,
Pindee Mull,
Nunderam Gopinaut,
Meher Baun Bazaz,
Narain Bazaz,
Baboo Juggut Narain,
Bullum Doſs, Tacoor Doſs,
Mohun Loll,
Byro Noth,
Chutty Loll,
Munnoruth Bazaz,
Setaram Buſtovey,
Nurrutum Doſs,
Niddy Sing,
Kewull Kiſhen,
Toteram Mohun Loll,
Rada Kiſhen,
Amany Chund,
Senahiram,
Goor Doyal Duſtoorya,
Gooljarry Mull,

Petum Doſs, Bridge Numdum Doſs,
Pindee Mull,
Perboo Doſs Bullob Doſs,
Meta Loll,
Beharry Doſs,
Setaram,
Juggewan Doſs,
Cooka Mull,
Matitul Sing,
Pahoo Mull,
Sook deo Chund,
Faroo Meceſſer,
Seopohy Mull,
Chyne Mull,
Poonodar,

Pohkur Mull,
Seo Naut,
Bowra Mull,
Chunder Bhan,
Gunga Biſhen,
Kurrory Mull,
Gunna Mull,
Delry Doſs,
Monjee,
Bal Govind,
Lolla Ram Naut, Son of Rajah Coſſinaut,
Khettry,
Seteram Hauda,
Gunga Perſaud,
Gudgeput Roy.

The Signatures of the Mhunts and Goſſeins, who follow the Profeſſions of Merchants and Bankers.

Fucker Gir Mhunt,
Tola Gir Mhunt,
Mootee Gir Mhunt,
Rooder Poory Mhunt,
Picka Gir Mhunt,
Seo Gir Mhunt,
Luſhput Gir Mhunt,
Buckt Barty Mhunt,
Nurrotum Barty Goſſein,
Fool Gir Mhunt,
Reſſaul Gir Mhunt,
Bhoput Gir Goſſien,
Soodeſſer Gir Mhunt,
Nirmul Gir Mhunt,
Sooruth Gir Mhunt,
Bhooje Gir Goſſien,
Soojaim Gir Mhunt,
Rammiſſer Gir Mhunt,
Dowlut Gir Goſſien,
Anjum Gir Goſſien,

Golaub Gir Mhunt,
Maun Gir Goſſien,
Pertaub Gir Goſſien,
Jood Gir Mhunt,
Raje Gir Goſſien,
Buggy Gir Mhunt,
Bukt Gir Mhunt,
Biſſen Barty Mhunt,
Norratum Barty Mhunt,
Dena Barty Goſſien,
Sehiz Barty Goſſien,
Gian Gir Mhunt,
Pem Gir Mhunt,
Kripaut Gir Mhunt,
Cheyton Gir Mhunt,
Deby Gir Mhunt,
Ram Gir Mhunt,
Huns Gir Mhunt,
Jyt Gir Mhunt.

The Seals and Signatures of Men of inferior Rank.

Seal and Signature of Lolla Mooteram,

D° D° Behaudre Sing, King's Officer,
D° D° Lolla Mohun Sing, D° D°.

The Signature.

Gunga Perſaud,
Bridge Baſſey Loll, and Sook Baſſey Loll Khettry,
Joogul Kiſhwur,
Sooba Roy,
Perraun Naut,
Sook Baſſey Roy,
Joy Gopaul,
Goor Sohai Khettry,
Lutchmun Dhutt Bhutt,
Gorr Bukſh Roy,
Kirparam,
Bhog Chund,
Goorojee,
Atmaram Miſſer,
Bhola Mahtow,
Jaffer,
Bad Ulla,
Loll Mahomed,
Doola,
Joyn Mahtow,

Koka Mahtow,
Bunder Mea,
Warris Mahtow,
Khudaroo Mahtow,
Beeky Mahtow,
Heſſein Mahtow,
Buggye Mahtow,
Faroo Mahtow,
Amund Mahtow,
Golaum Mahtow,
Thumroo Mahtow,
Doolah Mahtow,
Ghoorum Mahtow,
Doker Mahtow,
Hoſſien Mahtow,
Golaub Serdar,
Sutlaun,
Doolah,
Wahed Mahtow,
Mocka Mahtow,

Hetto Mahtow,
Gurrub Ulla Mahtow,
Rehmoo Mahtow,
Sahoo Mahtow,
Hedun Mahtow,
Joyn Ul Obdeen,
Takoo Mahtow,
Mahomed Mahtow,
Hinga Mahtow,
Jaun Mahomed,
Dien Mahomed,
Cawn Mahomed,
Loll Chund Bramin,
Ram Doyal,
Muzles Roy Bramin,
Beeba Miſſer,
Buſty Ram,
Chundun Jerai,
Souberam,
Seal of Neamutt Ulla, Merchant,
Gunga Perſaud,
Tirrutram,
Mahtaub Roy,
Runjun Miſſer,
Bycount Miſſer,
Buſtyram,
Suzzea Ram,
Tickaram,
Doorgaperſaud,
Buckla,
Biſſen Naut Pundit,
Naneck Chund,
Kiſſo Chowdry,
Buſſunta Miſſer,
Rutton Miſſer,
Luzzea Sing,
Hingoo Loll,
Delere Doſs,
Oyſo Mahtow,
Bhiſſoo,
Moor Mahtow,
Ghiſin Mahtow,
Cootub Mahtow,
Mahomed Mahtow,
Hingim Mahtow,
Saaz Mahtow,
Durgahy Mahtow,
Sultaun,
Golaum Ahmed Ulla Hoſſien,
Toſſien,
Peer Mahomed Mahtow,
Hingun Mahtow,
Maun Ullah,
Doſt Mahomed,
Maun Ulla,
Idden Mahtow,
Joola Mahtow,
Toolun Mahtow,
Ruffy Ul Dien,
Doſt Mahomed,
Shiek Luka Moumin,
Choohur Moumin,
Aſſen Mahtow,
Peer Mahomed,
Jaaz Mahomed,
Nuffees Roy,
Sherow Mahtow,
Rehim,
Peer Mahomed,
Maikoo Mahtow,
Futteh Mahomed,
Faazil,
Loll Mahomed,

A true Tranſlate.
(Signed) G. F. CHERRY,
Dep. Persⁿ Transʳ.

A true Copy.
E. Hay,
Secʳ to the Govᵗ.

E.

Nº 7. Copy Letter from the Reſident at the Durbar; and of Tranſlation of Perſian Papers which accompanied it.

To Edward Hay, Eſquire, Secretary to the Government.

Sir,

His Highneſs the Nabob Mobarek ul Dowla has ſent me the accompanying Papers, relating, as he informs me, to Mr. Haſtings, deſiring I will immediately forward them to the Right Honourable the Governor General.

I have numbered them 1 and 2; and am,

Sir,
Your moſt obedient, humble Servant,
(Signed) PETER SPEKE,
Reſident Durbar.

Moradbaugh,
14th February 1788.

A true Copy.
E. Hay,
Secʳ to the Govᵗ.

Papers received 16th February 1788, and tranſlated, purſuant to an Order from the Governor General in Council, dated 27th April 1788, marked F.

It is written for the Information and Knowledge of the Gentlemen in Power under the King and Company of England, that we have at this Time learnt by the News from Europe, that a few Perſons, not being fully acquainted with the real State and Cuſtoms of this Country, have repreſented Matters with reſpect to Mr. Haſtings contrary to Truth and Fact, have thrown the Minds of the Miniſters and People of England into a State of Doubt, and having injured Mr. Haſtings, and aſperſed his Character. As Mr. Haſtings, from the Time of his Arrival until his Departure, adminiſtered the Affairs of this Country with great Propriety and Splendour; always ſought the Proſperity and Welfare of the Family of Nawaub Meer Mahomed Jaffier Khan, deceaſed, according to the Purport of the Treaties and Engagements; laboured for the Satisfaction, for the Preſervation of the Character and Honour of every one, according to his Rank and Station; and avoided every Circumſtance which could occaſion us Diſtreſs or Indignity, we were and are pleaſed and ſatisfied with him. It is therefore incumbent on us to write, without Diminution, and according to the Truth, what we have ſeen and heard of the Particulars of Mr. Haſtings's Conduct.

Firſt. The whole Period of Mr. Haſtings's Reſidence in this Country exhibited his good Conduct towards the Inhabitants. No Oppreſſions nor Tyranny was admitted over any one. He obſerved the Rules of Reſpect and Attention to ancient Families. He did not omit the Performance of the Duties of Politeneſs and Civility towards all Men of Rank and Station, when an Interview took place with them.

Secondly. In Affairs concerning the Government and Revenues, he was not covetous of other Men's Money and Property; he was not open to Bribery. He reſtricted the Farmers and Officers in their Oppreſſions, in a Manner that prevented them from exerciſing that Tyranny which Motives of Self-intereſt and private Gain might inſtigate them to obſerve towards the Ryotts and Helpleſs.

Thirdly. During his Adminiſtration, no War or Commotion aroſe in this Country. No Man's Property was plundered, but every one of every Rank lived in perfect Eaſe and Security.

Fourthly. When from the great Want of Rain there were Appearances of a Famine, and it was on the Eve of happening, when Thouſands would have periſhed, he laboured with every Exertion to prevent it; he brought Grain from the Inland Diſtricts, and, in order to relieve the People, he aboliſhed the Duties on Grain. He ſeverely threatened the Dealers in Grain, that no Hardſhip might be felt by any one.

Fifthly. He eſtabliſhed the Civil and Criminal (Dewanny and Fouzedarry) Courts upon proper Rules, ſo that the Lives and Properties of Men were protected from the evil Acts of Thieves and Murderers. He regulated Puniſhments according to the Rules of Koran, and ordained that each Sect ſhould be tried according to its reſpective Laws laid down in the Shaſter and Koran.

Sixthly. He uſed great Exertions to cultivate the Country, to increaſe the Agriculture and Revenues. He tranſacted the Buſineſs of the Country and Revenues without Deceit, and with perfect Propriety and Rectitude.

Seventhly. He reſpected the learned and wiſe Men; and in order for the Propagation of Learning, he built a College, and endowed it with a Proviſion for the Maintenance of the Students, inſomuch that Thouſands, reaping the Benefits thereof, offer up their Prayers for the Proſperity of the King of England, and for the Succeſs of the Company.

Eighthly. He was not haughty in Temper, nor was he fond of State and Luxury. He did not ſeek his own Eaſe, but at all Times laboured for the Proſperity of the Country, and the Security of its Inhabitants.

Ninthly. So great was the Strength and Power, and Grandeur, and Fame, and Magnanimity of the Government of His Majeſty, of the Company, and the Engliſh Nation throughout all Hindoſtan, during his Adminiſtration, that no one could eſtabliſh the Standard of Rebellion. In ſhort, he was incomparable for his Diſpoſition and Virtues; and from the Length of his Reſidence in this Country he was fully acquainted with the Manners and Cuſtoms of it, and tranſacted all Affairs accordingly, and with Credit and Propriety.

Dated 29th Zeffer 1202, or 10th December 1787.

The Seals upon this Addreſs.

Nawaub Motimin Moulk Mobrack ul Dowla Sied Mobrack Ally Khan Behadre Ferouze Jung, Nazim of Soubahs Behar, and Oriſa,

Nawaub Munny, Beegum of Nawaub Meer Mahommed Jaffier Khan, deceaſed, and Mother of Nawaub Nuzm ul Dowla, deceaſed,

Jurmab Bubboo Beegum Soheba, Widow of Nawaub Meer Mahomed Jaffier, deceaſed, Mother of Nawaub Motimin ul Moulk Behadre Ferouze Jung,

Kyrum Neſſa Beegum, Siſter of Nawaub Meer Mahomed Jaffier Khan, deceaſed,

Nuffiſsaun Neſsa Beegum, Siſter of Nawaub Meer Mahomed Jaffier Khan, deceaſed,
Nawaub Meer Murtiza Khan Bahadre Aſud Jung, Son of Sadue Ally Khan, deceaſed, and Grandſon of Nawaub Meer Mahomed Jaffier Khan, deceaſed,
Fetteh Ally Khan, Son of Nawaub Sadue Ally Khan, deceaſed, and Grandſon of Nawaub Meer Mahomed Jaffier Khan, deceaſed,
Sultaun Mirza Daoud, Son of Shah Selaman, late King of Iran, and Son-in-Law to Nawaub Sadue Ally Khan, deceaſed,
Nawaub Iftakhar ul Moulk Aſſadud Dowla Sied Khulleel ulla Khan Behadre Ghuzenfer Jung, Son of Sultaun Mirza Daowd, and Son-in-Law to Nawaub Motimin ul Moulk Behadre Feroze Jung,
Nawaub Imtiazul Dowla Sied Ahmeed Ally Khan Behadre Gallib Jung, Son of Nawaub Ihtaramul Dowla Behadre, who is Brother of Nawaub Meer Mahomed Jaffier Khan, deceaſed,
Sied Baker Ally Khan, Huſband of the Siſter of Nawaub Meer Mahomed Jaffier Khan, deceaſed,
Juggut Seet Hurk Chund,
Seet Oby Chund, Uncle to Juggut Seet Hurk Chund,
Sied Mahomed Hoſſier Khan, eldeſt Brother of Nawaub Khan Khanna Behadre Mozuffer Jung.

(A true Tranſlation.)
(Signed) G. F. CHERRY,
Dep^{y} Perſ. Tranſ^{r}.

(A true Copy.)
E. Hay,
Sec^{y} to the Gov^{r}.

Under the Seals as under written from the Inhabitants of Akbarnagur, commonly called Rajemhal, marked G.

It is written for the Information and Knowledge of the Gentlemen in Power under the King and Company of England, that we have at this Time learnt by the News from Europe, that a few Perſons, not being fully acquainted with the real State and Cuſtoms of this Country, have repreſented Matters with reſpect to Mr. Haſtings contrary to Truth and Fact, have thrown the Minds of the Miniſter and People of England into a State of Doubt, and have injured Mr. Haſtings and aſperſed his Character. As Mr. Haſtings from the Time of his Arrival until his Departure adminiſtered the Affairs of the Country with great Propriety and Splendour, always ſought the Proſperity and Welfare of the Family of Nawaub Meer Mahomed Jaffier Khan, deceaſed, according to the Purport of the Treaties and Engagements, laboured for the Satisfaction, for the Preſervation of the Character and Honour of every one, according to his Rank and Station, and avoided every Circumſtance which could occaſion us Diſtreſs or Indignity, we were and are pleaſed and ſatisfied with him. It is therefore incumbent on us to write without Diminution, and according to the Truth, what we have ſeen and heard of the Particulars of Mr. Haſtings's Conduct.

Firſt. The whole Period of Mr. Haſtings's Reſidence in this Country exhibited his good Conduct toward the Inhabitants. No Oppreſſions or Tyranny was admitted over any one. He obſerved the Rules of the Reſpect and Attention to ancient Families. He did not omit the Performance of the Duties of Politeneſs and Civility towards all Men of Rank and Station, when an Interview took place with them.

Secondly. In Affairs concerning the Government and Revenues, he was not covetous of other Men's Money and Property; he was not open to Bribery. He reſtricted the Farmers and Officers in their Oppreſſion, in a Manner that prevented them from exerciſing that Tyranny which Motives of Self-intereſt and private Gain might inſtigate them to obſerve towards the Ryotts and Helpleſs.

Thirdly. During his Adminiſtration no War or Commotion aroſe in the Country; no Man's Property was plundered, but every one of every Rank lived in perfect Eaſe and Security.

Fourthly. When from the great Want of Rain there were Appearances of a Famine, and it was on the Eve of happening, when Thouſands would have periſhed, he laboured with every Exertion to prevent it; he brought Grain from the Inland Diſtricts, and, in order to relieve the People, he aboliſhed the Duties on Grain. He ſeverely threatened the Dealers in Grain, that no Hardſhip might be felt by any one.

Fifthly. He eſtabliſhed the Civil and Criminal, (Dewanny, Fouzdarry) Courts upon proper Rules, ſo that the Lives and Properties of Men were protected from the evil Acts of Thieves and Murderers. He regulated the Puniſhment according to the Rules of the Koran; and ordained that each Sect ſhould be tried according to its reſpective Laws, laid down in the Shaſter and Koran.

" Sixthly. He uſed great Exertions to cultivate the Country; to encreaſe Agriculture and Revenues.—He tranſacted the Buſineſs of the Country and Revenues without Deceit, and with perfect Propriety and Rectitude.

" Seventhly. He reſpected the learned and wiſe Men; and in order for the Propagation of Learning, he built a College, and endowed it with a Proviſion for the Maintenance of the Students; inſomuch that Thouſands, repeating the Benefit thereof, offer up their Prayers for the Proſperity of the King of England, and for the Succeſs of the Company.

" Eighthly. He was not haughty in Temper, nor was he fond of State and Luxury.—He did not ſeek his own Eaſe, but at all Times laboured for the Proſperity of the Country, and the Security of its Inhabitants.

" Ninthly. So great was the Strength, and Power, and Grandeur, and Fame, and Magnanimity of the Government of His Majeſty, of the Company, and the Engliſh Nation throughout all Hindoſtan during his Adminiſtration, that no one could eſtabliſh the Standard of Rebellion; in ſhort, he was incomparable for his Diſpoſition and Virtues, and from the Length of his Reſidence in this Country, he was fully acquainted with the Manners and Cuſtoms of it, and tranſacted all Affairs accordingly, and with Credit and Propriety.

Dated 2d Rubbee Ulſſanny, 29th Year of the Reign,
12th January 1788, in Akbenagur, commonly
called Rajemhal.

The Seals upon this Addreſs.

Nawab Imtiaz ul Dowla Sied Ahmed Ally Khan Behadre Ghalib Jung Sied Mahomed Ally Khan Behadre, Son of Nawaub Abut Coſſim Khan, deceaſed, who is Son-in-Law to Nawaub Meer Mahomed Jaffer, deceaſed,
Baſſoob Addeen Ally Khan, Grandſon to Nawaub Ihtaram ul Dowlah, deceaſed,
Sied Mahomed Nuchy, Son-in-Law to Nawaub Ihtaram ul Dowlah, deceaſed,
Sied Abul Hoſſien, Grandſon to Nawaub Ihtaram ul Dowlah, deceaſed,
Sied Torab Ally, Grandſon to Nawaub Ihtaram ul Dowlah, deceaſed,
Sied Nuzzer Ally Khan, Son-in-Law to Nawaub Ihtaram ul Dowlah, deceaſed,
Sied Currum Ally, Son of Sied Fuzl Ulla Khan, King's Officer,
Sied Hady Ally Khan Behadre, Son-in-Law to Nawaub Ihtaram ul Dowlah, deceaſed,
Sied Hyder Ally, Grandſon to Nawaub Ihtaram ul Dowlah, deceaſed,
Sied Sums Deem Ally, Grandſon to Nawaub Ihtaram ul Dowlah, deceaſed,
Sied Ally, Superintendant of the Houſhold to Nawaub Galib Jung,
Abbas Cooly, Superintendant of the Houſhold to Nawaub Imtiaz ul Dowla, deceaſed,
Hoſſien Cooly, a Servant to Nawaub Ihtaram ul Dowla,
Sied Aſſud Ulla, a Servant to Nawaub Ihtaram ul Dowla, deceaſed,
Sied Ally, Native of the Decan, a Servant of Nawaub Ghalib Jung,
Sheek Helloo Arzee, Beggy of Nawaub Ghalib Jung,
Mahomed Azeem, Inhabitant of Rajemhal,
Aumanny Loll, Vakeel of Nawaub Ghalib Jung,
Dullup Sing, Dewan of Nawaub Ghalib Jung,
Aumanny Loll, Naib Dewan of Nawaub Ghalib Jung,
Nand Loll, Native of Rajemhal,
Kaan Sing, Native of Rajemhal,
Bhaag Mul Mahagin, Banker,
Hem Raje Mahagin, Banker,
Sheek Abadan, Native of Rajemhal,
Sheek Mahomed, Inhabitant of Rajemhal.

A true Tranſlate.
(Signed) G. F. CHERRY,
Depʸ Persⁿ Transʳ.

A true Copy.
E. Hay,
Secʸ to the Govᵗ.

Under the Seals, as under written, marked **H.**

The humble Repreſentations of us, Inhabitants and Reſidents of the Town of Moorſhedabad, in the Kingdom of Bengal, to His Majeſty, the Miniſters, and the Directors of the East India Company of England, is as follows:

The

The late Governor, Warren Haſtings, Eſquire, during his Adminiſtration in this Country, from the Time of his Arrival until the Period of his Departure, at all Times gave us the greateſt Satiſfaction; and we were thankful for his good Conduct, and great good Qualities. He was always engaged in whatever tended to the Eaſe of the Ryotts, to the Security, Proſperity, and Cultivation of the Country. By his firm and well-formed Regulations, and by his new Syſtem for the Civil and Criminal (Dewanny and Fouzdarry) Courts, every one was protected from the Injuries of Robbers and Murderers; Juſtice was adminiſtered according to the Tenets of each reſpective Religion and Cuſtom; and ſuch was the due Vigilance and Care with which he protected this Country, that not one of the troubleſome and rebellious Perſons on its Borders could extend over it the Hand of Rapine and Invaſion;—by theſe Means we lived in perfect Peace and Quiet. Notwithſtanding a Scarcity of Rain, his Meaſures prevented the dreadful Effects of Famine. Mr. Haſtings never ſhewed a Diſpoſition coveting the Property or Riches, nor cenſuring or injuring the Reputation or Character of any one, nor did he ever accept of Bribes; but at all Times, with courteous Manners and proper Behaviour, performed the Civilities and Attentions due to Men of Rank and Power, to Men of Learning and Abilities. He eſtabliſhed Colleges for the Propagation of Learning, and endowed them with Emoluments of a ſuitable Nature, inſomuch that to this Time Thouſands profit by them, and are employed in Prayers for the Proſperity of His Majeſty, and for the Duration of the Company's Adminiſtration. The Vigour and Power of His Majeſty's Kingdom, the Strength of the Company and Engliſh Nation, were ſo evinced throughout Hindoſtan during the Government of Mr. Haſtings, that no one elevated the Standard of Diſobedience. In ſhort, during Mr. Haſtings's Government, we lived in perfect Peace and Security; we did not in the leaſt Reſpect experience Diſtreſs or Uneaſineſs, but are pleaſed and ſatisfied with his Virtues and good Qualities.

The Seals upon this Addreſs.

Seals of Cauzies and Learned Men, and Men of Character.

Sied Ahmeed Ally Khan, Head Cauzy of Soubah Bengal, Beyhar, and Oriſa,
Sied Mahomed Hoſſein Khan, Cauzy of the Town of Moorſhedabad,
Mofty Ahameddy, Head Mofty of Soubah Bengal, and Beyhar, and Oriſa,
Caazy Sied Zellal Ul Dien Hyder, Naib to the Head Cauzy,
Caazy Shick Zeal Ulla, Naib Caazy,
Caazy Sheek Mahomed Ally, Naib Caazy,
Molovy Budderul Hoſſein, Molovy of Audalut,
Molovy Jelloll Ul Dien,
Molovy Meer Mahomed Ally, Grandſon of Molovy Mahomed Zakeer Khan, deceaſed,
Molovy Ahmed Ulla Anſarry,
Molovy Ahmed Ally,
Molovy Mahomed Naady,
Molovy Mahomed Arhum,
Molovy Mahomed Akeen,
Molovy Mahomed Mourin Tubba Tubba,
Molovy Sied Akber Ally Ruzzy,
Molovy Owleah Ahamedy,
Molovy Sied Ahmed Ally,
Molovy Uſoph Khan,
Molovy Hyder Hoſſein,
Molovy Sied Ally at Hoſſieny,
Molovy Sheekh Fucker, Ul Dien Mahomed,
Molovy Minhaje Ul Dien,
Molovy Meer Roſhun Ally Hoſſeiny.

Seals of the Perſons of Family and Rank.

Omdutun Neſſa Boho Beegum, Widow of Nawaub Seraje Ul Dowla, deceaſed,
Perf Ul Dien Ally Khan, Son of Aſruf Ally Khan, Grandſon to Nawaub Jaffier Ally Khan, deceaſed,
Sied Haady Ally Khan, Nephew to Nawaub Jaffier Ally Khan, deceaſed,
Izaz Ally Khan, Son of Nawaub Shucker Ulla Khan, and Grandſon to Nawaub Serfraje Khan, deceaſed,
Hoſſein Raza Khan, Grandſon to Nawaub Mohabeſt Jung, deceaſed,
Sied Khadim Ally Khan, Son of Nawaub Khadin Hoſſein Khan Behadre, deceaſed,
Mahobut Ally Khan, Brother to Nawaub Seraje Ul Dowla, deceaſed,
Sied Ally Khan, High Steward the Nizamut, Son of Sied Baker Ally Khan, Brother-in-Law to Nawaub Jaffier Khan, deceaſed,
Itbar Ally Khan Behadre, Superintendant to the Houſehold of Nawaub Munny Beegum,

Hazy Saadut Mund Khan, Nezir to the Dewanny of Bubboo Beegum,
Hakim Sied Ally Khan, Son of Hackim Meer Mahtaub, King's Officer,
Mahomed Aſkerry, Son of Nawaub Futtah Ulla Khan Behadre, deceaſed,
Sied Hoſſein Khan, Grandſon to Nawaub Serfraz Khan, deceaſed,
Aſerd Ally Khan, Brother-in-Law to Mirza Mahomed Eretch Khan, deceaſed,
Murza Armed, Nephew to Nawaub Shahamuſt Jung, deceaſed,
Oahed Ally Khan, Brother to Ally Ibrahim Khan Behadre,
Omzud Ally Khan, Motahil to Nawaub Fouze Jung Behadre,
Mirza Akber Ally, Nephew to Mirza Mahomed Eutch Khan, Father-in-Law to Nawaub Seraje Ul Dowla, deceaſed,
Ahmed Hoſſein Khan, Son of Abo Mahomed Khan, and Grandſon to Mahomed Eutch Khan, deceaſed,
Sied Abid, Darogah of the Toſhakman of Nawaub Sezore Jung Behadre, and Nephew to Jaffier Ally Khan, deceaſed,
Merza Serjaat Ally, Nephew to Mirza Mahomed Eutch Khan, deceaſed,
Sheek Golaum Roſſool Khan Behadre, who was Commander of Cavalry in the Time of Nawaub Jaffier Ally Khan, ,
Neamut Ulla Khan, High Steward, Nawaub Khan Khanna Behadre Mozuffer Jung Mahomed Reza Khan,
Reza Ally Khan Arze Beggy Nawaub Motimen Ul Moulk Behadre Seroze Jung,
Sheer Ally Khan, an old Servant of Nawaub Meer Mahomed Jaffier Khan, and Son to Miza Hockin Beg, and Moſhab to Nawaub Mahabut Jung, deceaſed,
Meer Maſir Ally, Nephew to Nawaub Jaffier Ally Khan, deceaſed,
Nuzzie Ally Khan, Arge Beggy of Nawaub Ally Jah, and Son of Golaum Hoſſein Khan,
Futteh Ally Khan, Relation of Mirza Mahomed Eritch Khan, deceaſed,
Hoſſein Ally Khan, Relation to Ditto,
Awuzy Ally Khan, Nephew to Nuſerutta Khan,
Sied Fetrut Khan, Relation to Nawaub Gyrut Khan, deceaſed,
Sied Ally Nucky, Moſhab to Nawaub Feroze Jung Behadre,
Mobareh Kooly Khan, Superintendant of Buildings to Nawaub Feroze Jung Behadre Mobarek ul Dowla,
Mirza Mahomed Ally Moſheb, Nawaub Ferze Jung Behadre,
Mirza Jumma Beg, Ditto Ditto,
Haazy Roſſum Ally, Darogah of the Privy Purſe, and Jebkhaus of Nawaub Ferize Jung Behadre,
Sied Lootf Ally, Relation to Nawaub Meer Mahomed Jaffier Khan, deceaſed,
Mirza Meer, an old Servant of Nawaub Meer Mahomed Jaffier Khan, deceaſed,
Mahomed Goozur Khan, an old Jemautder of Nawaub Mahomed Jaffier Khan, deceaſed,
Sied Year Ally Khan,
Meer Juan Ulla, Naib to the High Steward of the Nazamut,
Imam Bukſh Khan, Darogah of the Nezamut Elephants,
Sied Mahomed Morad, Naib of Om-dut-un-Neſſa, Bhow Beegum,
Mirza Gudzuffer Ally,
Secundar Khan,
Buſſunt Ally Khan,
Fyze Ullah Khan,
Azum Khan,
Ferhut Ulla Khan,
Mahomed Ryam Khan,
Inad Ul Khan,
Affrut Ally Khan, Nazir of Omdut-un-Neſſa, Bhow Beegum,
Golaum Hoſſein Khan,
Mirza Mahomed Mohtuddy,
Sied Rootul Ally Saadaat Serſy,
Sied Mazum Ally,
Sied Kullub Ally,
Bahar Ally Khan,
Amanut Khan,
Nuzzer Ally Khan,
Sied Hoſſien Khan Hoſſeiny,
Mirza Mahomeddy Khan,
Sied Zien ul Abdeen, of the Chiefs of Mecca,
Mohomed Baker, Son of Mohomed Hoſſien, Steward to Nazir ul Moulk, Son to Mobarek ul Dowla,

Mirza Azum Ally, Grandſon to Golawm Hoſſien Khan Aoze Beggy,
Behadre Ally Khan.

Mahomedans.

Shaik Mohomed Wally,
Moonſhe Ahamedy,
Moonſhe Golaum Muſtofa,
Golaum Nubby Haſmy,
Ahmed Ally, Brother to Mirza,
Abdullah Wahab,
Golaum Ally,
Ya Mahomed,
Sied Mahomed Ally,
Mohomed Ally Hoſſieny,
Sied Aſud Ully,
Sied Nuzzer Ally,
Muza Hackin Beg,
Sied Mahomed Hoſſien,
Sheek Mohomed Rubbee,
Mirza Bukſh Ally,
Meer Aſreef Ally,
Mirza Behadre Ally,
Sied Atinue Ulla,
Sied Khadin Ally Hoſſieny,
Meer Furzund Ally,
Shaw Golaum Ally Dorbeſs,
Moonſhee Aſſun Ulla,
Khoarſund Ally,
Mahomed Seleh,
Sied Mahomed Mah,
Shaik Mahomed Ghous,
Shaik Golaum Ally,
Shaik Mahomed Yaſin,
Shaik Sunna Ulla,
Shaik Abdooſellum,
Shaik Fouzl Ally,
Sied Hoſſein Ally,
Shack Golaum Ahmed,
Sokk ul Dien Mahomed,
Shaik Sela ul Dien Mahomed,
Shaik Mahomed Nucky,
Hafiz Mahomed Aſherf,
Fucker Ulla,
Shaik Mahomed Anweer,
Shaik Mahomed Naafah,

Shaik Mahomed Muſſie,
Shaik Abduſla,
Shaik Mahomed Toky,
Zehir ul Dien,
Shaik Abul Wahed,
Shaik Dean ul Ulla,
Meer Mah Ally Mooſwy,
Meerza Mahomed Amma Beg,
Imam Bukſh Seddeky,
Mahomed Ryan,
Mohomed Morad,
Mahomed Jowad,
Mohomed Ally,
Shaik Golum Mahomed,
Mahomed Ibnul Hoſſien,
Seid Abdul Nuddy,
Seid Mahmood,
Daoud Khan,
Golaum Reza,
Hoſſein Ally,
Meer Imam Ally,
Meer Hyder Ally,
Meer Palſha Ally,
Meer Imdaied Ally,
Golaum Ally Beg,
Mohomed Kaaly,
Meer Neſſar Ally,
Sied Ally Ibnool Hoſſien,
Mahomed Jewan,
Moortiza Kooly,
Cooduir Ulla,
Meer Parſha Ally,
Abbas Kooly,
Shaik Nuſſer Ulla,
Mirza Ally Reza,
Mahomed Faany,
Meer Reſſum Ally,
Shaik Imam Uddeen,
Mahomed Ally,
Sied Nuzer Ally.

Seals of Perſons in Office.

Modabberul Moulk Bridge Inder Maha Rajah Sing Behadre.
Roy Monic Chund, Dewan of Nawaub Munny Begum,
Roy Bridge Bullub, Son of Rajah Counge Beharry, Grandſon of Maha Rajah Janie Ram,
Roy Juggut Bullub, Son of D°, and Grandſon of D°
Roy Maha Nund, Grandſon to Maha Rajah Nund Comar, deceaſed,
Roy Jaun Ram, Grandſon to Rajah Succut Sing,
Roy Chin Ram, D° D° to D°,
Rajah Otum Sing, Son of Rajah Madany Loll, and Grandſon to Rajah Succut Sing,
Onotum Sing, Brother to the above,
Roy Kiſhen Chund, Son of Maha Rajah Sunder Sing,
Roy Nowul Kiſour, Peiſhcar to the Nazamut Dewan,
Ochul Sing, Accountant to the Nazamut,
Roy Tilluck Chund, Accountant to the High Steward of the Nizamut,
Otmaram Seriſtadar Nizamut,
Mahrage Sing, Peiſhcar to the Muſter Maſter of the Nazamut,
Neckrage, Seriſtadar of the Jaghiers of Nawaub Khan Khunna Behadre Mohomed Reza Cawn,
Pum Gopaul,
Roy Gocul Chund,

Gopyperſand, Relation to Maha Rajah Mehonder Behadre,
Dewan Ramtonoo, Mutteſeyddy to the Moorſhedabad, Cuſtom Houſe,
Coſſinaut,
Bucklowur Sing,
Hurry Sing,
Moonſhe Takoordoſs,
Govind Perſaud,
Moddo Ram,
Sunder, Son of the Seriſtadar of Merzamut Servants,
Seo Loll, Muſtofy of the Nazamut,
Holoſs Chund,
Bnolanaut,
Hurkiſhen,
Roy Nileunt,
Dullet Ram,
Priſt Sing,
Munſaram,
Amany Loll,
Luckun Chodry,
Ullup Sing,
Hurry Ram,
Limboo Sing,
Chunroo Roy,
Hurry Sing,
Loll Meher Chund, Moonſhee to the Bow Begum Nawind Roy, Grandſon to Row Rada Kiſhen.

Seals of Bankers, &c. whoſe Houſes are eſtabliſhed in ſeveral Places.

Maha Rajah Dheye Sree Goſſien Beeteelnoth Peer Moorſheed, Head of a Set of Hindoos (called Kochla Dhuſin Hindy),
Guneeſh Doſs Ruttun Chund Mal Dahy,
Gopaul Doſs Shaw,
Govin Doſs Shaw,
Doarka Doſs Shaw,
Chutter Bhooze Doſs Shaw,
Lutch Mim Doſs Shaw,
Kiſhen Chund Shaw,
Loll Sook Loll Shaw,
Gean Chun Shaw.

A true Tranſlate.

Compared.
Andrew Gardiner.

(Signed) G. F. CHERRY,
Depy Persn Transr.

A true Copy.
E. Hay,
Secy to the Fort.

N° 8. Copy Tranſlation of Letter from the Nabob Vizier of Oude to the Governor General; and of Tranſlation of Four Perſian Papers which accompanied it.

I.

From the Vizier, marked I.

Received 8th March 1788.

I Have learnt that Mr. Haſtings has written to the Gentlemen reſiding in Calcutta, to write the Particulars of the Conduct he obſerved during his Government in India on the Part of the Company towards the Chiefs of Hindoſtan, and that they ſhould firſt acquaint you therewith, and obtain your Conſent. Your Lordſhip has been pleaſed not to forbid thoſe who were inclined to write with their own Free-will. The Chiefs and People of Bengal and Benaris have written Papers voluntarily; and as I am myſelf, and my Miniſters and chief People about me are, perfectly pleaſed with Mr. Haſtings's Conduct, we have therefore written a Paper declaring our Satisfaction at it, and tranſmit it to your Lordſhip. If your Lordſhip ſhould be pleaſed, and the Papers written by the People of Bengal, &c. ſhould arrive with your Lordſhip, and your Lordſhip ſhould tranſmit them to Europe, you will alſo tranſmit theſe Papers with them.

(A true Tranſlate.)

(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.
E. Hay,
Secʸ to the Fort.

K.

Papers received the 8th March 1788, and tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seal of his Excellency the Nawaub Aſoph Ul Dowla Aſoph Jeh Behadar, Vizier Ul Momalik, marked K.

I have at this Time learnt that the Gentlemen in Power in England, upon the Suſpicion that Mr. Haſtings, during his Adminiſtration, acted contrary to the Rules of Juſtice and Impartiality, and, actuated by Motives of Avidity, was inimical towards Men without Cauſe, that he broke ſuch Engagements and Treaties as had been made between the Company and other Chiefs, that he extended the Hand of Oppreſſion over the Properties of Men, tore up the Roots of Security and Proſperity from the Land, and rendered the Ryotts and Subjects deſtitute by Force and Extortion*: As this Accuſation in Fact is deſtitute of Uprightneſs and void of Truth, therefore, with a View to ſhew the Truth in its true Colours, I have written upon this Sheet, with Truth and Sincerity, to ſerve as an Evidence, and to repreſent real Facts, to ſerve alſo as Information and Communication, that Mr. Haſtings, from the Commencement of his Adminiſtration until his Departure for England, whether during the Life-time of the deceaſed Nawaub, of bleſſed Memory, Vizier ul Moulk Sujah ul Dowlah Behadre, my Father, or during my Government, did not at any Time tranſact contrary to Juſtice any Matter which took place from the great Friendſhip between me and the Company, nor in any Buſineſs depart from the Path of Truth and Uprightneſs; but cultivated Friendſhip with Integrity and Sincerity, and in every Reſpect engaged himſelf in the Duties of Friendſhip with me, my Miniſters, and Confidents. I am at all Times and in every Way pleaſed with, and thankful for, his friendly Manners and Qualities; and my Miniſters and Confidents, who have always, every one of them, been ſatisfied with his Conduct, are for ever grateful for his Friendſhip, and thankful for his Virtues. As theſe Matters are real Facts, and according to Truth, I have written theſe Lines as an Evidence, and tranſmit this Paper to England through the Government of Calcutta, for the Information of the Gentlemen of Power and Rank in England.

A true Tranſlate.

(Signed) G. F. CHERRY,
Dep. Perˢ Tranʳ.

A true Copy.
E. Hay,
Secʸ to the Fort.

L.

Under the Seal of Nawaub Serfray ul Dowlah Nazim ul Mulk Hoſſein Reza Khan Behadre Zuffer Jung, and Nawaub Ameer ul Dowla Intezam ul Moulk Hyder Beg Khan Behaudre Nuzrut Jung, marked L.

It is at this Time learnt by the Nawaub Vizier, and us his Miniſters, that the Gentlemen of Power in England are diſpleaſed with Mr. Haſtings, on the Suſpicion that, during his Adminiſtration in this Country, from Motives of Avidity, he committed Oppreſſions, contrary to the Rules of Juſtice, took the Properties of Men by Deceit and Force, injured the Ryotts and Subjects, and rendered the Country deſtitute and ruined. As the true and upright Diſpoſition of Mr. Haſtings is in every Reſpect free of this Suſpicion, we therefore, with Truth and Sincerity, declare by theſe Lines, written according to Fact, that Mr. Haſtings, from the firſt of his Appointment to the Government of this Country until his Departure for Europe, during his Authority in the Management of the Affairs of the Country, whether in the Life-time of the Nawaub Sujah ul Dowla Behadre, deceaſed, or whether during the preſent Reign, did not in any Matters which took place from the great Friendſhip between this Government and the Company, act in anywiſe upon Motives of Avidity, and not having in any Reſpect other than Juſtice and

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* Some Words are wanted in the Original to cloſe and complete the Senſe of this Paſſage. From the Context of this Addreſs, and from the Words actually uſed in another Addreſs which accompanies it, the Tranſlator has no Doubt that the Words intended to be inſerted are of this Import; viz. "are diſpleaſed with him."

Propriety in Intention, did not ſwerve from their Rules. He kept his Excellency the Vizier always pleaſed and ſatisfied by his Friendſhip and Attention in every Matter. He at all Times ſhewed Favour and Kindneſs towards us the Miniſters of this Government; and under his Protection having enjoyed perfect Happineſs and Comfort, we are from our Hearts ſatisfied with and grateful for his Benevolence and Goodneſs.—As by all the Rules of Religion and Cuſtom, to witneſs with Truth procures its Reward of a good Name in this World and hereafter, we have written theſe Lines to prove our Satisfaction, and Mr. Haſtings's good Conduct, and tranſmit this Paper to the Gentlemen in Europe.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. Transʳ.

A true Copy.
E. Hay,
Secʸ to the Fort.

Under the Seals as underwritten, marked **M.**

At this Time it is heard that the Gentlemen in Power in Europe are diſpleaſed with Mr. Haſtings, in conſequence of Suſpicion thrown out by his Enemies, and repreſented to them that Mr. Haſtings, from Motives of Avidity, committed Acts during his Adminiſtration and Authority contrary to the Rules of Juſtice, and extended the Hand of Oppreſſion and Uſurpation over the Property, Country, and Character of the Chiefs of thoſe Countries who had Connection, or were in Friendſhip with the Company;——Therefore we, the People of Rank belonging to his Excellency the Vizier, upon the Principle that making a true and faithful Evidence is pleaſing to the Almighty, declare what we have ourſelves ſeen during the Adminiſtration of Mr. Haſtings, and write as true, and faithfully witneſſed with our Seals upon this Paper, that from the Commencement of Mr. Haſtings's Government, we have not ſeen or experienced any Oppreſſion or Tyranny in regard to our Deſires, our Effects, or our Property; that we have paſſed our Days in Peace and Security under his Protection; that no Injury or Detriment has ever happened from him to the Cultivation of the Lands; that no Oppoſition or Hindrance has ever taken place from him in the Cuſtoms of the Religion of any Sect, every Sect, whether Hindoo or Mahomedan, performing its religious Tenets according to its Profeſſions and Rites in perfect Security; the Dignity and Character of every Perſon was ſupported by him according to the reſpective Station of each; and every Perſon, pleaſed and ſatisfied with his good Conduct and Diſpoſition, were always, and continue to be, thankful: Mankind, from the Efforts of his Mind, and the Power of his Meaſures, were protected from Diſturbances, and guarded againſt Evils, paſſing their Days in perfect Peace and Quiet. As theſe Particulars are individually true, we have therefore warranted this Paper with our Seals as an Evidence, and tranſmit it to the Gentlemen in England, in order that in giving Evidence of what is true and faithful, no Neglect may be attributed to us, who have ſeen and witneſſed the Manner and Conduct of Mr. Haſtings during his Adminiſtration.

The Names on the Seals affixed to this Addreſs.

The Seals.

Caſſimally Khan Behadre Kyam Jung,
Akbar Ally Khan Behaudre Iftehar Jung,
Mirza Iſhmael Ally Khan Behadre,
Ally Kooly Khan Behaudre Sooraut Jung,
Ahmed Ally Khan Behaudre Shoukul Jung,
Vakeel Sultanut Moktaur Moulk Muder ul Dowla Behaudre,
Mahomed Ammee Khan Behaudre Buſſalut Jung,
Newaſiſh Ally Khan Behaudre Sirdar Jung,
Ilmaſs Ally Khan, Zekaak paij Mahomed,
Muſkerit Ul Ilmaſs,
Rajah Jagenaut Behaudre,
Kajah Tuket Roy,
Ibrahim Ally Khan Behaudre,
Lutf Ally Khan,
Sheriff Ally Khan Behadre,
Ameer Khan Behadre,
Ramjee Sorhai Caſhmeery Mull,
Rajah Butchraje.

N. B. On the Original is the Seal, Yah Alla Moujood Ally Ullah Wullee.—This Seal is not on the Copy.

A true Tranſlate.
(Signed) G. F. CHERRY,
Dep. Persⁿ Transʳ.

A true Copy.
E. Hay,
Sʸ to the Govʳ.

Nº 9. Copy Tranſlation of Letter from the Nabob of Furruckabad to the Governor General, and of Tranſlate of 3 Perſian Papers which accompanied it.

From the Nawaub of Furruckabad, marked **N**: Received 31ſt May 1788.

I have been informed that People in England have accuſed Mr. Haſtings of a Conduct that carried with it the Deſtruction of the Country, and that tended to diſgrace the Inhabitants; and that in order to do away this Accuſation, the Inhabitants of Bengal, Benares, and Luckoow, have written, and continue to write, Addreſs. As I have been for a long Time connected with the Company, and have not witneſſed any Act of Mr. Haſtings, but that of Civility and Kindneſs, therefore having, from Principles of Gratitude, prepared an Addreſs expreſſive of my Satisfaction, I ſend it to your Lordſhip, and hope that you will tranſmit it to England, and thus make me indebted to your Kindneſs. Conſidering me attached to your Lordſhip, I truſt you will make me happy by frequent Letters of Kindneſs.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. Tʳ.

A true Copy.
(Signed) E. Hay,
Secʳʸ to the Fort.

Papers received 31ſt May 1788, and tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seal of Nawaub Guzuffer ul Dowla Ameer ul Moulk Dileer Kimmut Furzend Khan Behader Mozuffer Jung, and the Seal of Ameer ul Dowla Mozuffer ul Moulk Mun Khan Behdre Bubber Jung, marked **O**.

Whereas Rectitude giveth Satisfaction unto God, the Communication of Truth is the Mean of Salvation, and the Cauſe of diffuſing the Virtues of good Conduct. And as this is agreeable to every Underſtanding of Mankind in general, therefore is this Paper written freely, and according to the Inclination of my Heart, and whatever is juſt and true is repreſented with great Uprightneſs and Sincerity, for the Information of His Majeſty the King of England, the Miniſters of the Nation, and the Company—That Mr. Haſtings, from the Commencement of his Adminiſtration of the Affairs of Hindoſtan, never committed any Act of Oppreſſion towards me, Deleer Himmut Khan Mozuffer Jung; on the contrary, I lived under his Kindneſs and Protection in perfect Eaſe and Safety, and guarded againſt my Enemies by his Conduct. I entertained Hopes from him that he would have repreſented the true State of my Government to His Majeſty and the Company, and have ſo exerted himſelf as to have procured it to be reſtored to its former State. As I have now heard that Mr. Haſtings's Enemies, uniting together, have accuſed him before the Gentlemen of England of having taken the Property of Men in Hindoſtan, of having deprived the Inhabitants of the Lands they had cultivated, and injured their Reputations by putting Diſgrace upon them; it is incumbent on us Mahomedans, according to the Orders of God and his Prophet, and our Religious Forefathers, to declare, having our Religious Tenets in View, what we know to be juſt and true: We now declare to all Men of all Ranks in England the Juſtice and good Conduct, the Kindneſs and pleaſing Manners of Mr. Haſtings, which we have witneſſed; and at a Time when we are thankful and grateful for his Behaviour we have affixed our Names to this Paper of Satisfaction, and tranſmit through the Government of Calcutta to England.

Dated 21ſt Zeffer 1202, or in
December 1787.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. Tranſʳ.

A true Copy.
E. Hay,
Secʳʸ to the Fort.

Under the Seals as under-written, marked **P**.

We the Cauzie, Moſti, Students, Men of Rank, Men of Buſineſs, Merchants, Bankers, and Tradeſmen, Inhabitants of the Town of Furruckabad, bear Evidence to the King of England, Miniſters, and Directors of the Company, That Mr. Haſtings committed no Kind of Oppreſſion on us from the Commencement of his Adminiſtration in Hindoſtan, until his Departure. But on the contrary, under his Kindneſs and Protection we lived in Peace and Security, and were guarded againſt our Enemies. As we have now heard that Mr. Haſtings's Enemies have laid an Accuſation againſt him before the Miniſters of England, that he took the Property of People in Hindoſtan, laid waſte their Lands, and blaſted their Reputation by Diſgraces, it is neceſſary that we Mahomedans, agreeable to the Orders of God and his Prophets, and that we Hindoos, according to the Beeds and the Shaſter, repreſent and make known what is Fact: We therefore repreſent to all Mankind the Juſtice and Kindneſs of Mr. Haſtings, which we have always ſeen; and now, when we are grateful and thankful for his Kindneſs, we write this Deed of Satisfaction, and from our own free Will affix our Seals thereto, and tranſmit it through our own Sovereign and Chief to Calcutta, in order that the Government there may ſend it to England.

Dated 21 Zeffer 1202, Hijeree,
or December 1787.

Seals and Signatures to this Addreſs.

Caazy Sied Golaum Shaw,
Signature of Sha Shodaw,
Seal of Nuzzof Ally,
Mahomed Hamir,
Zoorawin Khan,
Aſhruf Ally Khan Bungees,
Secunder Khan,
Mahomed Haſſim,
Tofel Mahomed,
Gool Beg Khan,
Mahomed Nejabut,
Dowlut Afzoon,
Ghuzzuffier Ally,
Mahomed Summaun,
Natter Khan,
Meera Ally Khan,
Mahomed Murtaur Khan Behadre,
Permoolram,
Immaun Bukſh,
Amanut Hoſſeen,
Mahomed Acokel,
Mahomed Khan,
Jehun Khan,
Sermuſh Khan,
Bubber Ally Khan,
Mahomed Mokeer,
Fyzeulla Khan,
Mahomed Ain,

Noor Khan,
Omith Roy,
Maal Chund,
Wakear Mahomed,
Dely Doſs,
Mootee Loll,
Saheb Roy,
Buſſent Roy,
Chubbyla Ram,
Roy Leela Dheer,
Mahomed Delawar Ally Khan,
Bhowanny Sing,
Nuth Mul Doſs,
Mahomed Abid,
Aga Mulie, Merchant,
Aga Yahea, Merchant,
Muza Ruzzub Khan, Merchant,
Aga Iſmail, Merchant,
Loll Chund Cole, Merchant.

Signatures.

Radakiſhen, Banker,
Khan Mahomed, Merchant of Perycha,
Herra Loll Chowdry, Cloth Merchant,
Biſhen Loll, Broker,
Takoor Doſs Chowdry, Banker,
Chutta Loll, Cloth Merchant.

A true Tranſlate.
(Signed) G. F. CHERRY.
D. P. T^{r}.

Compared,
C. Roberts.

A true Copy.
E. Hay,
Sec^{y} to the Fort.

Ex^{d}
G. G.

Nº 10. Copy Letter from the Collector of Dinagepore, dated 8th July; and Copy Tranſlate of a Perſian Paper which accompanied it.

Edward Hay, Eſquire, Secretary to the Government.

Sir,

At the Requeſt of the Zemindary Officers of Purgunna Haville Penjeerah, &c. I tranſmit the encloſed Perſian Paper, containing Teſtimonies relative to Mr. Haſtings.

I am, Sir,
Your very obedient, humble Servant,
(Signed) G. HATCH,
Collector Dinagepore.

Dinagepore,
July 8th, 1788.

(A true Copy.)
H. Hay,
S^{y} to the Gov^{t}.

Paper received 18th July 1788, tranſmitted by George Hatch, Eſquire, Collector of Dinagepore, and tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788, marked **Q.**

I Radanaut, Zemindar of Purgunnah Havelly Penjuna, &c. commonly called Dinagepore: As it has been learnt by me, the Mutteſuddies, and the reſpectable Officers of my Zemindary, that the Miniſters of England are diſpleaſed with the late Governor, Warren Haſtings, Eſquire, upon the Suſpicion that he oppreſſed us, took Money from us by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion, which we think it incumbent on and neceſſary for us to abide by, following the Rules laid down in giving Evidence, declare the Particulars of the Acts and Deeds of Warren Haſtings, Eſquire, full of Circumſpection and Caution, Civility and Juſtice, ſuperior to the Conduct of the moſt learned; and by repreſenting what is Fact, wipe away the Doubts that have poſſeſſed the Minds of the Miniſters of England: That Mr. Haſtings is poſſeſſed of Fidelity and Confidence, and yielding Protection to us, that he is clear of the Contamination of Miſtruſt and Wrong, and his Mind is free of Covetouſneſs or Avarice. During the Time of his Adminiſtration no one ſaw other Conduct than that of Protection to the Huſbandmen, and Juſtice; no Inhabitant ever experienced Afflictions, no one ever felt Oppreſſion from him; our Reputations have always been guarded from Attacks by his Prudence, and our Families have always been protected by his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs towards us, but healed the Wounds of Deſpair with the Salve of Conſolation, by Means of his benevolent and kind Behaviour, never permitting one of us to ſink in the Pit of Deſpondence; he ſupported every One by his Goodneſs, overſet the Deſigns of evil-minded Men by his Authority, tied the Hand of Oppreſſion with the ſtrong Bandage of Juſtice, and by theſe Means expanded the pleaſing Appearance of Happineſs and Joy over us: He re-eſtabliſhed Juſtice and Impartiality. We were, during his Government, in the Enjoyment of perfect Happineſs and Eaſe, and many of us are thankful and ſatisfied. As Mr. Haſtings was well acquainted with our Manners and Cuſtoms, he was always deſirous, in every Reſpect, of doing whatever would preſerve our Religious Rites, and guard them againſt every Kind of Accident and Injury, and at all Times protected us: Whatever we have experienced from him, and whatever happened from him, we have written without Deceit or Exaggeration.

Seals to this Addreſs.

Maha Rajah Radanaus Behadre,
Ram Caunt Roy Naib, Zemindar,
Kiſperam Sein Mhal, Zemindarry Aumeen,
Kiſhen Caunt Roy, Zemindarry Tehſildar,
Meel Caunt, Zemindarry Peiſhcar,
Rada Rohmun Sohay, Peiſhcar Aumeen,
Nundololl Sohay, Zemindarry Peiſhcar,
Raje Kiſhen Berjoo, Zemindarry Chuckladur.

A true Tranſlate.
(Signed) G. F. CHERRY,
Dep. Pers^{n} Tranſlator.

A true Copy.
E. Hay,
Sec^{y} to the Gov^{r}.

N° 11. Copy Tranſlations of a Letter and Papers, tranſmitted to the Governor General by the Nabob of Dacca.

From the Nawaub of Dacca to Earl Cornwallis: Received 19th Auguſt 1788.

At this Time People of all Ranks, Inhabitants of Dacca, have heard that ſince Mr. Haſtings's Arrival in England an Inveſtigation into his Conduct while Governor is carrying on before the High Court of Juſtice of England; theerfore the Inhabitants of Dacca of Office and Credit have brought to me an Addreſs, authenticated by the Cauzy, and ſealed with their reſpective Seals, repreſenting their Satisfaction, and requeſted me to affix my Seals thereto. I ſent for them into the Hall of Audience, and learnt from each of them the Purport of the Addreſs; when having enquired into it, I put my own Seal to it; and have the Pleaſure to encloſe in my preſent Letter to your Lordſhip the Addreſs, a Liſt of the Names, and an Addreſs from myſelf, with Duplicates of each. Your Lordſhip will peruſe them, and be kind enough to tranſmit them to

England. I hope your Lordſhip will conceive me to be a ſincere Well-wiſher and Friend, and honour me frequently with Letters of Kindneſs.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.
E. Hay,
Secy to the Govr.

S.

Papers received 19th Auguſt 1788, and tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788.

Tranſlation of Addreſs marked **No I.** under the Seal of Nuzur ul Moulk Intizam ul Dowla Syed Allykhan Behadre Nuzrut Jung, and that of his Brother Shumzul ul Dowla, Syed Akmud Allykhan.

From the Reports of all Ranks of People, and from the News-papers, the Inhabitants of Hindoſtan, but particularly thoſe of Bengal and its Dependencies, have learnt, that after the Arrival of Warren Haſtings, Eſquire, in England, an Inveſtigation into the Conduct he obſerved in Hindoſtan while Governor of Calcutta has been commenced before the High Court of Juſtice of England; and that the Parliament, who are deſirous of Juſtice, and permit no improper Act to paſs, are determined to make a thorough Inveſtigation into every Matter, and ſeparate Right from Wrong: In conſequence, all Claſſes of the Inhabitants of Hindoſtan have unanimouſly agreed, that as they all live in Eaſe and Peace under the kind Influence of the Protection of His Majeſty the King of England, and the Parliament, and that on Account of the Care taken of them by the Parliament, they are daily more and more attached and zealous, and as Mr. Haſtings during the Period of his Adminiſtration always ſhewed great Kindneſs and Protection, and obſerved ſtrict Juſtice towards them, and in conſequence of his good Qualities, his Care, and Juſtice, has great Claim upon them, and that it is incumbent on them for ever to keep in Remembrance this Obligation:—Therefore it is neceſſary for them to repreſent every Particular which they are acquainted with, of ſuch Matters as the Juſtice of the Parliament is about to inquire into, in ſuch Manner as that their Repreſentations ſhall be noticed, and in a ſhort Space of Time beſtowed thereto the Truth of every Matter be known. Notwithſtanding the Minds of juſt Men are like the Mirror, and what is right is immediately diſcovered, and Juſtice is not thrown into Doubt by the Declarations of any one, yet Religious Rites of every Sect, and the Books of every Prophet, give Sanction to Evidence, and it is a Demonſtration in every Matter under Inveſtigation; therefore, all the Inhabitants of this Country are unanimous in the above-written Intention: Among others, thoſe of Jehanguirnar, commonly called Daccas, ſolely in order to repreſent Facts, which by all Books of Religion and expounded Laws is incumbent on every one, have brought to me an Addreſs, ſealed with their Seals, and teſtified by the Cauzy, that I may affix my own Seal thereto, and tranſmit it to the Court of Juſtice: Wherefore, I Syed Ally, commonly called Nuzrut Jung, Grandſon of the deceaſed Nawaub Jeſſarut Khan, now, by the Kindneſs, Document of Right and Protection of old Servants, diſplayed by His Majeſty, the Parliament, and Directors of the Company of England, in Charge of the Office of the Nizamut of the ſaid City, called all thoſe who have affixed their Seals on the ſaid Addreſs into the Hall of Audience, and have learnt verbally from each the Purport of the Writing, and having examined into it have affixed my own Seal thereto; for the Concealment of Truth is a great Crime before God, and revealing it is praiſe-worthy and pleaſing to Mankind; and as among them there are many holy and religious Men, many learned, true, and upright Men, and many Deſcendants from Families of high Fame and Rank, who have affixed their Seals, I therefore perceived the Propriety of vouching to their Declarations, that the Particulars may be known, and their Repreſentations obtain Sanction in the Minds of their Hearers. "God is the Diſcriminator of Truth, and an upright and juſt Judge, and I ſeek Protection under him againſt Falſity and Untruth."

Written 15th Ramzaan 1202 Hijeree, or 9th Aſſar
1195, Br. correſponding with the 8th June 1788,
E. S.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.
E. Hay,
Secry to the Govr.

T.

Tranſlation of the Addreſs under the Seals, as under written, marked N° 2.

The Natives and Reſidents of the City af Jehanguirnagur humbly repreſent to His Moſt Gracious Majeſty the King of England, and to the Comptrollers and Directors of the Campany, That the former Governor, Mr. Haſtings, during the Period of his Adminiſtration, by the Juſtice he obſerved by his Complacency, and good Qualities, and by his Protection, ſecured our Satiſfaction and Gratitude. He engaged himſelf in the Relief of our Situations, and in our Proſperity. He protected us from Thieves and Aſſaſſins by the Syſtems he laid down for the Civil and Criminal (Dewanny and Fouzdary) Courts, which were purely upon Motives of Goodneſs to Mankind, actuated by a Love for Juſtice; he permitted the Exerciſe of the Religion of each Sect according to the reſpective Tenets and Cuſtoms. He never neglected the Safety and Peace of the Inhabitants, nor the Cultivation of the Country. During his Government we ſlept in the Cradle of Security. He never coveted our Money or Property, nor attacked our Reputation, nor had he ever Inclination to do wrong, but treated every one according to the reſpective Station of each. He obſerved a Conduct of Reſpect and Veneration towards the learned and experienced Men, and towards Men of Family, according to the Degree of their Abilities and Science, of whatever Sect and Religion; and during his Adminiſtration he treated all the Inhabitants with Kindneſs and Encouragement; and from his good Qualities, his Juſtice, and his Attention, he has a great Claim upon us. In ſuch Matters as would ſecure the Prayers of us Wellwiſhers for the everlaſting Duration of His Majeſty's Throne, and of the Juriſdiction and Government of the Company, he was conſtantly engaged; for Inſtance, to this Day the Colleges which he built, and where he eſtabliſhed Allowances for the Students, remain, and the Students receive the fixed Allowance, and paſs their Lives in Peace and Thankſgiving; and it is incumbent on us for ever to keep in Recollection the Obligations we are under to him. It is therefore neceſſary that in Matters which have induced the Minds of the Juſt to inveſtigate, we obey the Orders of God in declaring what we know; we have therefore done ſo. Further Orders will be iſſued by His Majeſty.——Dated the 15th Ramzaan 1202, Hejerie, 9th Aſſar 1195 B^s. according to the 20th June 1788 E^s.

The Seals to this Addreſs.

Mahomed Ally Khan, Dourogah of the Fouzdarry Adawlet of the Town of Jehangeernagur (Dacca),
Miza Mahomed Bakeer, Merchant of Hiſpahan, Son of Miza Mahomed Ally Muſhy,
Haazey Mahomed Ruffee, Merchant of the Town of Iſdazurd,
Haazey Abder Rehmaun, Merchant,
Mirza Mahomed Saduc Bega, reſpectable Man of the Town of Hircoot,
Mirza Fida Ally, Merchant,
Mirza Mahomed Reza,
Mirza Mahomed Hoſſein, Son of Miza Mahomed,
Miza Mahomed Hoſſein, Son of Aka Fuzlally,
Aka Mahomed Reza, a reſpectable Man of the Town of Coczebin,
Mirza Mahomed Iſhaul,
Meer Mahomed Ally,
Meer Mahomed Huffaſe, Grandſon to Meer Mahomed Sadee,
Mahomed Keymoom,
Saied Woodeen Mahomed,
Meer Mahomed Fucky,
Sied Jaffer Ally Hachin,
Moorſha Khooly Khan, Nephew to Nawaib Monier Ul Dowla.
Goolaum Moortuza, Naib Caizy of Joangenagur,
Meer Kundy Ally,
Modun Mohun, Dewan to the Nawub Nuzut Jung,
Rajeb Lochun, Nephew to Dewan Maden Mohun,
Mier Sied Ally,
Meer Mahomed Hoſſein, Nephew to Mer Iſhmael,
Haady Ally Khan, Son to Sook Ulla Khan, and Grandſon to Nawaub Serfrage Khan, late of Bengal,

Nohſen Kooly Khan Behadre, Son of Nawaub Hoſſein Kooly Khan,
Sied Moren Khan,
Buſkh Ally Khan, Son of Sadee Ally Khan,
Seadut Ally Khan Behadre, late Darogere of the Fouzdarry Adaulet of Jellat Jehangurrnagur,
Aka Mohamed Nubby,
Haaza Heſhaum ul Dein,
Mirza Mahomed Hoſſein, Merchant, Grandſon to Molly Booſy,
Aka Mahomed Reza, Merchant,
Sied Amid,
Sheik Golam Ally, Merchant,
Mier Maddy,
Chyte Sing,
Bekum Loll, late Dewan to the Factory at Dacca,
Miza Mahomed Ally, Merchant, Son of Haazy Keerrum Iſpaany,
Mirza Mahomed Kerrum, Son of Mirza Mahomed Ally,
Mirza Khoda Buſkh, Son to Mirza Iſhka Khan Munſibdar,
Mirza Mugloo, Son to Nawaub Lowlut Jung,
Mirza Hoſſein, Son to Haazy Affraiſaib Beg,
Meer Serage Ul Dien Mahomed, Deroga of the Adaulet of the Jella Jellolpore,
Meer Seid Mahomed, Son to Mier Seid Ally,
Mirza Surven Yar, Grandſon to Nawaub Shayſta Khan,
Meer Mahomed Hoſſein, Son to Seid Moterim Khan,
Aſſadul Dien Mahomed Khan, Son to Nawaub Sawlut Jung,
Meer Sud Mahomed,
Meer Mahomed Nukey,
Sied Tim ul Dien Ally Khan, Nephew to Nawaub Auzum Khan,
Meer Abul Hoſſein Khan,
Mierza Buddy, Merchant, Son to Haazah Nuzy,
Aka Mahomed Kerrum,
Mier Mahomed Baker,
Meer Abdulla,
Sied Afezul Ally Khan, Nephew to Sied Amzul Khan,
Meer Mobark Ally,
Merza Mahomed Ally, Merchant,
Merza Mahomed Hoſſein, Son to Hazey Kurrum, Merchant,
Shiek Ruzzet Ally,
Miza Kumbar Ally,
Mirza Mahomed Ally,
Mahomed Aſſaef,
Miza Mahomed Jaffir, Son to Mahomed Punnah Khan,
Rans Buſk,
Harchan Doſs,
Sul Sing,
Behany Loll, Gomaſtah to Seit Meher Chund,
Perſed Roy,
Huchunn Chund, Gomaſtah to Soorut Sing,
Roy Sing, Jeweller,
Seo Doyell, Gomaſtah of Goul Doſs and Seoneth Doſs,
Lutchmum Doſs, Gomaſtah to Munohur Doſs,
Guddadur Doſs, Gomaſtah of Chutta Booze and Merrotum Doſs,
Nobkoonar, Son of Nund Shaw,
Rutton Chund,
Khoſaul Chund, Gomaſtah to Golaul Roy and Coſſinaut.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Secr^{y}, to the Gov^{t}.

Nº 12. Copy of Two Letters from the Collector of Dinagepore, and of Tranſlation of Perſian Papers tranſmitted by him.

Edward Hay, Eſquire, Secretary to the Government.

Sir,

At the Requeſt of Godadur Goſe, the Vakeel of Seid Buddie ul Z'man, I forward the accompanying Perſian Paper, containing Teſtimonies relative to Mr. Haſtings.

I am, Sir,
Your moſt obedient humble Servant,
(Signed) G. HATCH,
Collr Dings.

Dinagepore,
16th July 1788.

A true Copy.
E. Hay,
Secy to the Govt.

U.

Paper received 23d Auguſt 1788, tranſmitted by the Collector of Silberres, and tranſlated purſuant to an Order from the Governor General in Council, dated 27th July 1788.

Under the Seal and Signature of Buddie ul Zeman, Father of Golaum Suttaun, Zemindar of 8 Anna Diviſion of Pergunnah Silberries.

As it has been learnt by me, the Mutteſuddees, and reſpectable Officers of my Zemindary, that the Miniſters of England are diſpleaſed with the late Governor Warren Haſtings, Eſquire, upon the Suſpicion that he oppreſſed us, took Money from us by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion, which we think it incumbent on and neceſſary for us to abide by, the following Rules laid down in giving Evidence, declare the Particulars of the Acts and Deeds of Warren Haſtings, Eſquire, full of Circumſpection and Caution, Civility and Juſtice, ſuperior to the Conduct of the moſt learned; and, by repreſenting what is Fact, wipe away the Doubts that have poſſeſſed the Minds of the Miniſters of England; that Mr. Haſtings is poſſeſſed of Fidelity and Confidence, and yielding Protection to us; that he is clear of the Contamination of Miſtruſt and Wrong, and his Mind is free from Covetouſneſs or Avarice. During the Time of his Adminiſtration no one ſaw other Conduct than that of Protection to the Huſbandmen and Juſtice; no Inhabitants ever experienced Affliction; no one ever felt Oppreſſion from him; our Reputations have always been guarded from Attacks by his Prudence, and our Families have always been protected by his Juſtice; he never omitted the ſmalleſt Inſtance of Kindneſs towards us, but healed the Wounds of Deſpair with the Salve of Conſolation, by Means of his benevolent and kind Behaviour never permitting one of us to ſink in the Pit of Deſpondence; he ſupported every one by his Goodneſs, overſet the Deſigns of evil-minded Men by his Authority, tied the Hand of Oppreſſion with the ſtrong Band of Juſtice, and by theſe Means expanded the pleaſing Appearance of Happineſs and Joy over us; he re-eſtabliſhed Juſtice and Impartiality. We were, during his Government, in the Enjoyment of perfect Happineſs and Eaſe, and many, many of us are thankful and ſatisfied. As Mr. Haſtings was well acquainted with our Manners and Cuſtoms, he was always deſirous, in every Reſpect, of doing whatever would preſerve our Religious Rites, and guard them againſt every Kind of Accident and Injury, and at all Times protected us.——Whatever we have experienced from him, and whatever happened from him, we have written without Deceit or Exaggeration.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.
E. Hay,
Secy to the Govt.

V.

Under the Seal of Atta Hoſſeen, Son of Rezyul Dein Choudry of Purgunnah Selberries in Bengal.

As it has been learnt by me, the Mutteſuddies and reſpectable Officers of my Zemindary, that the Miniſters of England are diſpleaſed with the late Governor Warren Haſtings, Eſquire, upon the Suſpicion that he oppreſſed us, took Money from us by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion, which we think it incumbent on and neceſſary for us to abide by, the following Rules laid down in giving Evidence, declare the Particulars of the Acts and Deeds of Warren Haſtings, Eſquire, full of Circumſpection and Caution, Civility and Juſtice, ſuperior to the Conduct of the moſt learned; and by repreſenting what is Fact, wipe away the Doubts that have poſſeſſed the Minds of the Miniſters of England; that Mr. Haſtings is poſſeſſed of Fidelity and Confidence, and yielding Protection to us; that he is clear of the Contamination of Miſtruſt and Wrong, and his Mind is free from Covetouſneſs or Avarice. During the Time of his Adminiſtration no one ſaw other Conduct than that of Protection to the Huſbandmen and Juſtice; no Inhabitant ever experienced Affliction; no one ever felt Oppreſſion from him. Our Reputations have always been guarded from Attacks by his Prudence, and our Families have always been protected by his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs towards us, but healed the Wounds of Deſpair with the Salve of Conſolation, by Means of his benevolent and kind Behaviour never permitting one of us to ſink in the Pit of Deſpondence. He ſupported every one by his Goodneſs, overſet the Deſigns of evil-minded Men by his Authority, tied the Hands of Oppreſſion with the ſtrong Bandage of Juſtice, and by theſe Means expanded the pleaſing Appearance of Happineſs and Joy over us. He re-eſtabliſhed Juſtice and Impartiality. We were during his Government in the Enjoyment of perfect Happineſs and Eaſe, and many, many of us are thankful and ſatisfied. As Mr. Haſtings was well acquainted with our Manners and Cuſtoms, he was always deſirous in every Reſpect of doing whatever would preſerve our Religious Rites, and guard them againſt every Kind of Accident and Injury, and at all Times protected us.—Whatever we have experienced from him, and whatever happened from him, we have written without Deceit or Exaggeration.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.
E. Hay,
Secry to the Govt.

Edward Hay, Eſquire, Secretary to the Government.

Sir,

At the Requeſt of Roopoam, the Vakeel of Rezzie-d-die, I tranſmit the encloſed Perſian Paper, containing Teſtimonies relative to Mr. Haſtings.

I am, Sir,
Your moſt obedient, humble Servant,
(Signed) G. HATCH,
Collr Dinge.

Dinagepore,
the 14th Auguſt 1788.

A true Copy.
E. Hay,
Secy to the Govt.

Nº 13. Copy of Letter from the Collector of Nuddea, and of Tranſlation of Perſian Papers tranſmitted by him.

To Edward Hay, Eſquire, Secretary to the Government, Fort William.

Sir,

In conſequence of your Letter of the 31ſt March, I have now the Pleaſure of tranſmitting to you three Addreſſes in Favour of Mr. Haſtings.—The firſt having been preſented to me by the Rajah of this Diſtrict; the ſecond by the Four Zemindars of Houghly, the Zemindar of Satſyka, and ſixty Talookdars, who pay their Revenues to me; and a third in the Shanſkrit Language, which I have received from the Rajah of this Diſtrict, ſigned by two hundred and eighty-nine Bramins, Inhabitants of Nuddea, Santipore, and other Places, many of them being the Principal Pundits in this Country. This Addreſs had been prepared by the late Rajah Sheo Chund, who intended to have preſented it to me himſelf before his Death.

I have the Honour to be, Sir,
Your moſt obedient Servant,
(Signed) F. REDFEARN,
Collr.

Kiſhinagur,
the 1ſt October 1788.

A true Copy.
E. Hay,
Secy to the Fort.

Papers tranſmitted by the Collector of Nuddea, received 4th October 1788, and tranſlated purſuant to an Order from the Governor General in Council, under Date 27th April 1788.

W. Under the Seal of Maha Rajah Dheraje Scolhund Behadre.

The Reſidents, whether Hindoo or Followers of Mahomed, in the Country, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country —— Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God, in delivering Evidence, relate the praiſeworthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England, that Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhip from him; nor did the Poor even know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us, and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all. He deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppreſſors by his Juſtice; and, by this Conduct, he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we, at all Times during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guard the Religious Cuſtoms of each from the Effects of Miſfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect. I have repreſented, without Deceit, what I have myſelf ſeen, and the Facts that happened from him.

A true Tranſlate.

(Signed) G. F. CHERRY,
Dep^{y} Per^{n} Trans^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Fort.

The Tranſlation of a Paper, written by the Pundits and Bramins of Nuddea, Santipoor, &c. in the Shanſcrit Language, under the Signatures as under-written.

X.

That peaceable Diſpoſition, that mild Temper, poſſeſſing the firſt Qualities and the greateſt Kindneſs, adorned with Civility and ſincere Affability to a Degree as to become the Theme among the Learned of every Claſs, and the Senſible in every Science, endowed with every praiſe-worthy Quality and Virtue, enlightening the World like the Moon, of Mr. Haſtings, the Miniſters of England are diſpleaſed with, on the Suſpicion that he ruined the Property of the Inhabitants of this Country, under the Company's Authority, taking their Wealth by Force and Deceit. We the Inhabitants of this Country, on hearing this, repreſent and relate the pleaſing and kind Qualities and Virtues of Mr. Haſtings, who ſought the Right, and was Judge of it, in order to remove this Doubt from the Minds of the Chiefs in England, that Mr. Haſtings behaved with Honour and Reſpect to all the Reſidents of this Country of all Ranks, according to their reſpective Situations in Life, their Profeſſions, their Religions, and Sects, and treated them with paternal Kindneſs, free from Deceit or Avarice, and ſhewed Reſpect and Attention to all learned Men and Students in any Science. He was a long Time reſident in this Country, and well acquainted with every proper Cuſtom and Mode for adminiſtering Juſtice. During the Period of his Adminiſtration, every one, whether great or ſmall, living in perfect Happineſs, profeſſed their own Religions, and exerciſed their own Worldly Concerns with perfect Eaſe and Quiet. This is the inward Sentiment of all the Inhabitants of this Country.

The Signatures to this Addreſs.

Ramſunker Serma, of Nuddea,
Ramchunder Serma, of Nuddea,
Madho Sudun Serma, of Nuddea,
Rogonaut Serma, of Nuddea,
Ramnarain Serma, of Nuddea,
Colly Sunker Serma, of Nuddea,
Coſſinaut Serma, of Nuddea,
Kerparam Serma, of Nuddea,
Kiſſen Caunt Serma, of Nuddea,
Ramdoſs Serma, of Nuddea,
Ramkiſwur Serma, of Govindnagur,
Hurrynarain Serma, of Calcutta,
Ram Lochun Serma, of Ambooa,
Hurry Deo Serma, of Arryadah,
Saam Sunder Serma, of Baleara,
Kiſhen Noth Serma, of Banſbarria
Ramdololl Serma, of Hurripaul,
Ganganarain Serma, of Sebye,
Siſſoaram Serma, of Baloorea,
Roopnarain Serma, of Woola,
Gunſaam Serma, of Banſbarria,
Bowanny Churn Serma, Banſbarria,

Ram Gopaul Serma, of Gaptiparrah,
Colly Sunker Serma, of Goptiparrah,
Hurry Deo Serma, of Goptiparrah,
Gocul Chund Serma, of Goptiparrah,
Ramperſaud Serma, of Banſbarrea,
Ragenarain Serma, of Goptiparrah,
Bancharam Serma, of Dhy Gung,
Ram Caunt Serma, of Dhy Gung,
Siſſooram Serma, of Dhy Gung,
Biſſen Deo Serma, of Dhy Gung,
Coſſinaut Serma, of Dhy Gung,
Rajah Ram Serma, of Banſbarrea,
Ram Hurry Serma, of Banſbarrea,
Atmaram Serma, of Banſbarrea,
Ramperſaud Serma, of Banſbarrea,
Ramnaut Serma, of Banſbarrea,
Seo Noth Serma, of Banſbarrea,
Ramlochun Serma, of Dhy Gung,
Ramkiſhen Serma, of Dhy Gung,
Ramlochun Serma, of Dhy Gung,
Bholanoth Serma, of Dhy Gung,
Cowul Lochun Serma, of Dhy Gung,
Hurry Ram Serma, of Nuddea,
Suddaſhib Serma, of Nuddea,
Sunker Serma, of Nuddea,
Ramkiſwur Serma, of Banſbarrea,
Ramſunker Serma, of Banſbarrea,
Nuſrender Serma, of Arryadah,
Rada Caunt Serma, of Calcutta,
Rajib Lochun Serma, of Gopitparah,
Anundyram Serma, of Nuldongah,
Ram Deo Serma, of Nuldongah,
Cawl Caunt Serma, of Poorah,
Kiſhen Perſaud Serma, of Poorah,
Gourry Caunt Serma, of Bullaghur,
Jagernaut Serma, of Peraug,
Ram Caunt Serma, of Balpookrea,
Ramboomar Serma, of Balpookrea,
Rutty Caunt Serma, of Balpookrea,
Byrub Chunder Serma, of Balpookrea,
Ramſunder Serma, of Balpookrea,
Bogavan Serma, of Balpookrea,
Collydaſs Serma, of Balpookrea,
Hurry Deo Serma, of Balpookrea,
Ramſurron Serma, of Balpookrea,
Rookney Caunt Serma, of Balpookrea,
Sooroydoſs Serma, of Balpookrea,
Chunder Siker Serma, of Balpookrea,
Ram Chunder Serma, of Balpookrea,
Colly Perſaud Serma, of Balpookrea,
Colly Chaund Serma, of Balpookrea,
Gopinaut Serma, of Balpookrea,
Ramnaut Serma, of Balpookrea,
Babram Serma, of Balpookrea,
Dyaram Serma, of Balpookrea,
Gocul Chunder Serma, of Balpookrea,
Bowanny Churn Serma, of Balpookrea,
Paubutty Churn Serma, of Balpookrea,
Ramdololl Serma, of Balpookrea,
Ramkiſurn Serma, of Balpookrea,
Ram Coomar Serma, of Balpookrea,
Ramſunker Serma, of Balpookrea,
Bydonoth Serma, of Balpookrea,
Ramjoy Serma, of Balpookrea,
Ramkiſwur Serma, of Ambooa,
Kewubram Serma, of Ambooa,
Ragonoth Serma, of Ambooa,
Dyaram Serma, of Ambooa,
Rydonoth Serma, of Ambooa,
Gunga Dhur Serma, of Barragur,
Ram Ram Serma, of Barragur,
Ram Chunder Serma, of Barragur,
Gudda Ahur Serma, of Barragur,
Sedeanund Serma, of Barragur,
Sericaunt Serma, of Barragur,
Cartic Serma, of Barragur,
Biſſeſſer Serma, of Barragur,
Cowul Lochun Serma, of Barragur,
Ramkiſurn Serma, of Patooly,
Ramanund Serma, of Patooly,
Nundram Serma, of Patooly,
Jargernaut Serma, of Bhurnagur,
Roopram Serma, of Bhurnagur,
Ratnaſſer Serma, of Ditto,
Bowanny Churn Serma, of Bhurnagur,
Durga Churn Serma, of Moulah,
Ragonoth Serma, of Moulah,
Debyperſaud Serma, of Moulah,
Kullean Serma, of Moulah,
Rogonundun Serma, of Moulah,
Collyſunker Serma, of Moulah,
Colly Churn Serma, of Patooly,
Ram Serma, of Patooly,
Ramſunder Serma, of Patooly,
Rodum Lochun Serma, of Goteparrah,
Seo Sunker Serma, of Coſſipoor,
Maheſſer Serma, of Coſſipoor,
Ramkiſurn Serma, of Coſſipoor,
Chundichurn Serma, of Syedabad,
Sedeſſer Serma, of Syedabad,
Gudda Dhur Serma, of Rajebarry,
Ramkiſſen Serma, of Ditto,
Coſſinaut Serma, of Bhautparra,
Ram Chunder Serma, of Mertullah,
Bun Mally Serma, of Ditto,
Kiſhen Ram Serma, of Ditto,
Obyanoth Serma, of Ditto,
Mudhoſudden Serma, of Raje Bany,
Ram Caunt Serma, of Mertullah,
Colly Churn Serma, of Goppipoor,
Kiſhen Chunder Serma, of Mertullah,
Bubram Serma, of Mertullah,
Docourry Serma, of Kharzoodie,
Gowla Caunt Serma, of Murpoor,
Nul Caunt Serma, of Neholut,
Rodgenarain Serma, of Baloochur,
Gunga Ghur Serma, of Moula,
Punchanun Serma, of Moula,
Ramneedy Serma, of Moula,
Ramgutty Serma, of Moula,
Ramnoth Serma, of Syedabad,
Wooma Caunt Serma, of Syedabad,
Buyram Serma, of Syedabad,
Ramſunder Serma, of Syedabad,
Bydonoth Serma, of Bhautparra,
Mohun Serma, of Coſſimbuzar,
Purſuttam Serma, of Coſſimbuzar,
Sumboonoth Serma, of Moulah,
Raddanoth Serma, of Bhautpanah,
Rammanund Serma, of Sy Cooly,
Caamdea Serma, of Maldah,
Cherunjeb Serma, of Moula,
Radamohun Serma, of Moulah,
Sumboonoth Serma, of Moulah,

Rirrel Chunder Serma, of Moulah,
Hurram Serma, of Nuddea,
Ramduloll Serma, of Nuddea,
Ram Gopaul Serma, of Nuddea,
Ram Bhudder Serma, of Nuddea,
Ram Hurry Serma, of Nuddea,
Hurry Kiſſen Serma, of Nuddea,
Biſhen Noth Serma, of Nuddea,
Lucky Caunt Serma, of Nuddea,
Gocul Chunder Serma, of Nuddea,
Ramnoth Serma, of Nuddea,
Ram Chunder Serma, of Nuddea,
Ramkiſſen Serma, of Nuddea,
Ram Lochun Serma, of Nuddea,
Dununjoy Serma, of Nuddea,
Trelochun Serma, of Nuddea,
Bulram Serma, of Nuddea,
Ramjewan Serma, of Nuddea,
Gunga Dhur Serma, of Nuddea,
Seo Perſaud Serma, of Nuddea,
Colly Sunker Serma, of Nuddea,
Kiſhen Chunder Serma, of Nuddea,
Peraun Kiſhen Serma, of Nuddea,
Hurry Hur Serma, of Nuddea,
Colly Chum Suma, of Nuddea,
Ramma Caunt Suma, of Nuddea,
Lumbu Chundu Suma, of Nuddea,
Bholonaut Serma, of Nuddea,
Nund Kiſwur Serma, of Nuddea,]
Ram Ram Suma, of Nuddea,
Ramſunder Suma, of Nuddea,
Raddenaut Serma, of Nuddea,
Bhowhanny Sunker Suma, of Nuddea,
Paurbutty Churn Suma, of Nuddea;
Kiſhen Ram Suma, of Nuddea,
Kiſhen Sunker Surma, of Nuddea,
Ramnudy Suma, of Nuddea,
Suſtydoſs Suma, of Nuddea,
Biſſonaut Suma, of Nuddea,
Hur Chunder Suma, of Nuddea,
Chunder Seker Suma, of Nuddea,
Collydoſs Suma, of Nuddea,
Ramchurn Suma, of Nuddea,
Ramkiſwar Suma, of Nuddea,
Gudda Dhur Suma, of Nuddea,
Hurry Perſaud Suma, of Nuddea,
Mooly Dhur Suma, of Lautipoor,
Radda Mohuma, of D°,
Rajakiſwar Suma, of D°,
Seo Chum Suma, of D°,
Briage Kiſwar Serma, of D°,
Hurry Deo Luma, of D°,
Ramſunder Luma, of D°,
Oby Churn Luma, of D°,
Kiſhen Comar Luma, of D°,
Radda Kiſhen Luma, of D°,
Hurry Kiſhen Luma, of D°,
Hurry Ram Luma, of D°,
Juggernaut Suma, of D°,
Ramnaut Suma, of D°,
Rammanund Suma, of D°,
Bridge Anund Suma, of D°,
Ram Hurry Serma, of D°,
Ram Comar Suma, of D°,

Nund Comar Suma, of Lautipoor,
Luckeſroth Suma, of D°,
Kiſhen Govind Suma, of D°,
Rhilga Nund Luma, of D°,
Goled Chunder Suma, of D°,
Radanoth Suma, of D°,
Radda Domondur Suma, of D°,
Ram Hurry Suma, of D°,
Raja Kiſhen Suma, of D°,
Cowla Caunt Luma, of D°,
Kiſhen Pirſaud Suma, of D°,
Bulſam Suma, of D°,
Rogonaut Suma, of D°,
Luckynarain Suma, of D°,
Ramnarain Suma, of D°,
Praim Kiſhen Suma, of D°,
Munny Ram Suma, of Santipoor,
Seoram Serma, of D°,
Gocal Chunder Suma, of D°,
Radamadho Suma, of D°,
Goceelanund Suma, of D°,
Ramjeurin Suma, of Conchundparra,
Kiſparam Suma, of D°,
Ramneedy Suma, of D°,
Gaccel Chunder Suma, of D°,
Ramjoy Suma, of D°,
Ram Caunt, of Conenagur,
Ramjoy Suma, of D°,
Radda Caunt, of D°,
Ram Lochun Suma, of Paunhally,
Kiſhen Chun Suma, of D°,
Durga Churn Suma, of D°,
Ram Bhudder Suma, of Baully,
Ragonoth Suma, of Bauty,
Ram Govind Suma, of Bauty
Ram Rudder Suma, of Bally,
Ramſunker Suma, of D°,
Ramjuerin Suma, of Bauly,
Ram Ram Suma, of D°,
Collyperſaud Suma, of D°,
Ramſunker Suma, of Bhuddeſſer,
Sumboo Chunder Suma, of D°,
Ramnaut Suma, of D°,
Ram Ram Suma, of D°,
Rammiſſer Suma, of Gourhatty,
Ramchum Suma, of Paunhally,
Gocul Chunder Suma, of D°,
Ramhurry Suma, of Dhy Gung,
Ramnaut Suma, of Dhigung,
Ojodea Ram Suma, of Dhigung,
Safully Ram Suma, of Dhirgung,
Ramkiſwur Suma, of D°,
Ramdeloll Suma, of Paunhatty,
Ram Caunt Suma, of Bauly,
Otmaram Suma, of Dhirgung,
Colly Doſs Suma, of Paunhatty,
Coungekiſwur Suma, of Comarhut,
Ramkiſwur Suma, of Bauty,
Ramchunder Suma, of D°,
Ramkiſwur Suma, of D°,
Colly Sunker Suma, of D°,
Kiſhenchun Suma, of Dhirgunge,
Ramchunder Suma, of D°,
Kamkiſwur Suma, of Bauly.

A true Tranſlate. (Signed) G. F. CHERRY.
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{ry} to the Fort.

Under the Signatures and Seals as under written.

y. We the Zemindars, Chowderies, and Talookdars of Pergunnah Mahomed Amunpoor, and other Mhals, belonging to the Zillah of Nudea in Bengal, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England; that Mr. Haſtings diſtributed Protection and Security of Religion, and Kindneſs and Peace to us all; He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhip from him, nor did the Poor ever know the Weight of an oppreſſive Hand from him; our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice; he never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair; he diſplayed his Friendſhip and Kindneſs to all; he deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppreſſors by his Juſtice, and by this Conduct he ſecured Happineſs and Joy to us; he re-eſtabliſhed the Foundation of Juſtice, and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guard the Religious Cuſtoms of each from the Effects of Miſfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Signatures to this Addreſs.

Colly Perſaud Serma, Son of Hurry Churn Choudry, of Pergunnah Chutty-poor Ramdololl,
Boſe, Son of Sree Bullub, Talookdar of a Part of Pergunnah Bowro,
Sevram Boſe, Talookdar of a Part of Bowro, &c.
Ramkiſwerr Paulit, Talookdar of Moza Khurrybarra,
Ram Ram Boſe, Nephew of Nemoo Boſe, Talookdar of Part of Pergunnah Bowro,
Ram Chunder Boſe, Brother of Ramſunder Boſe, Talookdar of Curryal,
Neerſingnund, Talookdar of Dondooa,
Gour Hurry Naug, Son of Ram Hurry Naug, of Part of Pergunnah Chutipore,
Meer Jyan ul Dein, of Part of Purgunnah Chutipore,
Drumperſaud, Talookdar of Part of Pergunnah Bowro, &c.
Ramnaut Sein, Talookdar of Part of Pergunnah Bowro,
Needy Ram Surma, Son of Bejyram Chuckerbutty, of Part of Pergunnah Balea,
Nartanund Boſe, Grandſon of Chunder Seker Boſe, Talookdar of Part of Khulſanny,
Ram Chunder Boſe, Brother of Ramſunder Boſe, Talookdar of Part of Meergolla,
Molly Taker, Grandſon to Molla Myam ul Dein, Talookdar of Baje Parrah,
Gocul Chunder Boſe, Grandſon of Ruſſic Boſe, of a Part of Pergunnah Chuttypore,
Radanaut Boſe, Grandſon of Chunder Seker Boſe, Talookdar Burmpoora,
Jugmohun Sing, Talookdar of Moza Ghoſe,
Sumboo Chunder Roy, Talookdar Pergunnah Havly Conda, &c.
Jugdees Serma, &c. Talookdar of Chundy Gotcha,
Ramcaunt Sein, Son of Ram Chunder Sein, Talookdar of Jaat Cottydoſs,
Gour Hurry Chowdry, of Pergunnah Chuttypore,
Bridge Anund Ghoſe, Son of Radabulleel, Chowdry of Chuttypore,
Ody Chunder Roy, Grandſon to Ram Chunder Roy, Talookdar of Gopaulpoor,
Ragonundun Sing, Talookdar of Moza Ragubpore,
Rodgebullub Roy, Brother to Kiſhen Churn Roy, Talookdar of Part of Purgunnah Balea,
Ram Ram Serma, Son of Rajah Ram Serma, Talookdar of Sree Kiſhen Bauty,
Dinga Perſaud Dutt, Talookdar of Bahatty,

Gunga Perſaud Ghoſe, Brother to Dyaram Saamaram, Choudry, &c. of Part of Pergunnah Chutypore,
Sham Sunder Choudry,
Ragoram Sing, Talookdar of Cepamooral,
Chundee Churn Sing, Son of Kerparam Sing, Talookdar of Bydo Batty,
Sheik Hoſſein Ullah, Talookdar Cheick Buddam Nookrea,
Serful Ullah, Son of Seid Noor Ulla, Talookdar of Part of Purgunnah Chuttypore,
Mahomed Atken, Choudry of Pergunnah Sautſyka,
Ramcaunt Sing, Talookdar of Part of Purgunnah Chuttypoor,
Tarney Churn Dutt, Son of Ramkiſhen,
Moonſhee, Talookdar of Debanundpoor,
Bridgenaut Roy, &c^{a}, Talookdar of Part of Selampoor,
Durga Ram Curr, Son of Joykiſhen Curr, Talookdar of Goualpara,
Rada Goving Sing, Talookdar of Govind Gunge,
Nund Comar Roy, Grandſon of Mocund Roy Choudry, Zemindar of Nine Anas Diviſion of Pergunnah Mahomed Ammypoor,
Counge Loll Sein, Son to Nundoll Sein Talookdar,
Mudun Mohun Roy, Son of Jagernaut Roy, Talookdar of Part of Selampore,
Radica Perſaud Roy, Son of Rodgee Chunder Roy, Talookdar of Part of Selampore
Rada Mohun Serma, Grandſon to Kiſhen Chund Serma, Talookdar Kiſmut Boſſye,
Nurranund Durpnarain, Nephew of Rammanund Doſs, Talookdar and Itmamdar of Pergunnah Bouro, &c^{a}.
Anund Chund Roy, Son of Roge Chund Roy Choudry, Zemindar of Ten Annas Diviſion of Pergunnah Mahomed Ammypoor,
Govind Chund Roy, Grandſon of Sookdeb Roy, Talookdar of Pergunnah Paut Mhal,
Kiſhen Chund Roy, Talookdar of Pergunnah Selampoor,
Colly Churn Boſe, Talookdar Part of Bowro,
Sheik Ranjoo, Son of Kheder Mahomed, Talookdar Chundunpoor,
Mullik Abdul Kurrem, Son of Mullik Abdul Wahea, Talookdar of Nowpara,
Hurry Perſaud Roy, Grandſon of Ramkiſhen Roy Choudry, Zemindar of 7 Annas Diviſion of Pergunnah Mahomed Ammypore,
Tilluk Ram Ghoſe, Son of Dyaram Ghoſe, Talookdar of Saambatty,
Govind Ram Boſe, Brother to Bulram Boſe, Talookdar of Part of Bouro,
Conny Ghoſe, Grandſon to Ramſurrum Ghoſe, Talookdar of Cona,
Colly Perſaud Roy Choudry, Zemindar of 6 Annas Diviſion of Pergunnah Mahomed Ammypore,
Ram Button, Talookdar of Purgunnah Balea,
Ram Tunoo Metre, Talookdar of Pergunnah Kiſmut Balea,
Ramſunker Dutt, Talookdar of Part of Moncoonda, &c^{a}.
Burkutt Ulla, Son of Noor Ally, Talookdar of Gopaulnagur,
Ram Duloll Metre, Talookdar of Pahaulpoor,
Rodge Chundar Roy, Brother of Rajah Ram Lochun Roy, Talookdar of Mouza Comta, &c.
Sree Narain Metre, Brother to Ram Narain Metre, Talookdar of Part of Chutepoor,
Rada Kiſhen Sein, Son of Kiſhenram Sein, Talookdar of Moorarypoor,
Beſſonaut Metre, Talookdar of Chuttypoor and Balea,
Ram Ram Roy, Son of Sontoos Roy, Talookdar of Anrrurpoor.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Fort.

N° 14. Copy Letter from the Collector of Boglepore; and Copy Tranſlation of a Perſian Paper tranſmitted therewith.

To Edward Hay, Eſquire, Secretary to the Government General at Fort William.

Sir,

Your Letter of the 31ſt March, by the Direction of the Right Honourable the Govenor General in Council, authoriſed me to receive and tranſmit to you any Addreſſes from the Native Inhabitants of this Diſtrict, which they might be deſirous of preſenting, in Teſtimony relative to Mr. Haſtings.

I have herewith the Honour to tranſmit you ſundry Papers on this Subject, N° 1, 2, 3, and 4, which have been tendered to me by and on the Part of the Zemindars Canongoes, and the other principal Inhabitants of the Diſtricts of Boglepore and Rajemahl, and of the Hill People, Inhabitants of the Jungleterry Diſtricts. The Papers N° 1 and 2 appear to contain the Signatures of all the Landholders and Canongoes of my Diviſion; and I think it neceſſary to acquaint you, that theſe, as well as the others, were voluntarily tendered to me, without the ſmalleſt Interference on my Part to obtain them.

I have the Honour to be,
Sir,
Your moſt obedient humble Servant,
(Signed) ROB^T ADAIR,
Collector.

Boglepore,
23d September 1788.

A true Copy.
E. Hay,
Secry. to the Fo^r.

a a. Papers received the 2d October 1788, tranſmitted by the Collector of Boglepore, and tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788, under the Seals and Signatures as under written.

We Canongoes, Zemindars, Choudries, and Talookdars of the Diſtrict of Boglepore, in the Province of Behar, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country.—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God, in delivering Evidence, relate the praiſe-worthy Actions full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England:—That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government, no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, from the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us, and thoſe entitled to it; but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all; he deſtroyed the Power of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppreſſors by his Juſtice; and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we at all Times, during his Government, lived in Comfort, and paſſed our Day in Peace. We are many, many of us, ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guard the Religious Cuſtoms of each from the Effects of Misfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Seals and Signatures to this Addreſs;

Kiſhnaram, Canongoe of Purgunnah Ilamabad,
Mouzyram, Canongoe of Purgunnah Ilamabad,
Hur Lochun Sing, Canongoe Purgannah of Ilamabad,
Choudry Gunniſh Dutt,
Choudry Doulut Sing, Son of Choudry Bohin Sing,
Dullub Sing,
Mungle Sing,
Chereupohut Sing,
Chowdry Doorg Bejy Sing, Chief Zemindar of Pergunnah Sourug Ghur,
Choudry Prelum Sing,
Choudry Perown Sing,
Choudry Doorup Sing,
Pretum Loll, Son of Siſperſaud, Canongoe of Souruz Ghur,
Deby Perſaud, Canongoe of Souruz Ghur,

Loll Kiſhen, Canongoe of Pergunnah Havilly Mongheer,
Dherajenarain, Canongoe of Purgunnah Havilly Mongheer,
Bhowanny Sing, Canongoe of Pergunnah Havilly Mongheer,
Neer Bhy Sing, Canongoe of Pergunnah Havilly Mongheer,
Munnoohur Sing, Zemindar,
Joorawun Sing, Zemindar,
Souruz Mund, Zemindar,
Ajub Sing, Jemaldar,
Hurkeſhin, Zemindar,
Choudry Dololl Sing,
Kerpanaut, Choudry of Pergunnah Colgony,
Munny Ram, Choudry of Pergunnah Colgony,
Mondata,
Choudry Seonoth Sing, Zemindar of Omurpoor,
Kiſhen Sing, Zemindar,
Sirdar Sing,
Chuckun Sing,
Choudry Ragonaut,
Almaram and Dunneyram, Canongoe of Pergunnah Furka,
Hurdul Sing, Chief Zemindar of Pergunnah Furka, and his Gomaſtah Ticcaram,
Jummun Choudry, and Tarrachund Choudry,
Kirparam Choudry,
Buſſween Choudry,
Kiſhnaram Choudry, and Khoſaut Choudry, and Ramperſaud Choudry,
Joynaram Choudry,
Obdool Sing,
Raja Gudgeraje Sing, Zemindar,
Rajah Hader Ally, Choudry, Zemindar, and Canongoe, Proprietor of the Mhals of Kurruckpoor.

A true Tranſlate.

A true Copy. (Signed) G. F. CHERRY,
E. Hay, D. P. T.
Secry.

Under the Seals and Signatures as under written.

66. We humbly repreſent to the Miniſter of the King of England, That we, Inhabitants of Zillah Boglepoor, and Chuckla Akbarnagur, have heard that a few Perſons, totally ignorant of the Particulars relative to this Country, have made falſe calumnious Reports regarding Mr. Haſtings, thereby throwing the Minds of the Miniſters of England into Doubt, and injured Mr. Haſtings, and aſperſed his Character: This has much aſtoniſhed us, as all the Inhabitants of this Country lived in perfect Eaſe and Quiet, by the good Conduct which he followed from the Time of his Arrival until his Departure. Mr. Haſtings tranſacted the Affairs of the Country in a proper Manner, at all Times ſeeking the Proſperity and Happineſs of the Inhabitants, and preſerving the Rights and Characters of every One according to their reſpective Rank, and avoiding every Act which could occaſion Diſtreſs or Diſcredit to us. On this Account we were, and continue ſatisfied with Mr. Haſtings. It is therefore incumbent on us to repreſent without Myſtery, according to our Religion, a few of the Particulars of his wiſe Conduct, which we have ſeen and heard, as follows:—Mr. Haſtings performed innumerable Benefits on all the Inhabitants of this Country, diſapproved of Oppreſſion towards any One, diſplayed Kindneſs and diſtinguiſhing Marks of Credit to ancient Families; and, on an Interview with Crowds of Men of Rank and Reſpect, carefully avoided the Omiſſion of any Inſtance of Civility or Honour. He was not, in the Tranſaction of the Affairs of Revenue or Government, covetous of the Money or Property of any One, but kept the Farmers and Overſeers from committing Oppreſſion. During his Adminiſtration, this Country experienced no Warfare or Commotion; no Injury happened to the Property of any One; on the contrary, every One enjoyed Peace and Security, and Courts of Civil and Criminal Juriſdiction were firmly eſtabliſhed, by which our Lives and Property were protected from Thieves and Plunderers, and we were guarded from the Irruptions of the Hill People, with which this Country was frequently over-run and deſtroyed. He permitted the free Force of our own Laws of Relation; he exerted every Nerve in the Cultivation of the Country, and tranſacted the Affairs of Government and Finance uprightly, and with Juſtice; and not entertaining in his Diſpoſition the leaſt Share of Haughtineſs, he laboured at our Eaſe and Proſperity. By theſe Means, the Name and Authority of the King and Company of England were ſo eſtabliſhed during his Government, throughout all Hindoſtan, that no One could venture to raiſe the Head of Rebellion. In ſhort, Mr. Haſtings poſſeſſed every good Quality, and was well verſed in the Manners and Cuſtoms of this Country,

and always exerted himſelf in the Preſervation of our Religion and Characters. On this Account we, Inhabitants of theſe Diſtricts, were happy during his Government, and are highly ſatisfied and pleaſed with him.

The Seals and Signatures to this Addreſs.

Peraun Chund Sewarry, Gomaſtah of Beneperſaud,
Ramnaut Mahajin,
Buſſent Loll Mahjin,
Baulnoth Mahajin,
Rehery Sing,
Bindrabund Doſs Mahajin,
Bowanny Perſaud Dobey,
Bhyro Dutt, of Surkea,
Budderul Dein,
Ramperſaud Sookul,
Behadre Sing, of Mongheir,
Kiſhen Loll, of Mongheir,
Otye Sing, of Pergunnah Furkea,
Bucklawur Sing,
Duloll Chund, of Moughier,
Rublic Doſs, of Rudderpoora,
Deoram Mahajin, of Rajemhal,
Sree Rutton Ghurr Choubey,
Sied Mehady Hoſſeing Ally,
Muze ul Dein,
Immaum Bukſh,
Mahomed Muzzed,
Mahomed Ammy,
Mahomed Homed,
Mahomed Punnah,
Mahomed Ruſed Behany,
Joſell Ally Hoſſeing,
Abdul Ally,
Ammany Loll,
Anar Rulla,
Aſſud Ulla Hoſſeing,
Neamut Ulla,
Coſſim Ally,
Shiek Mahomed Zemma,
Prem Loll, of Village Bogglepoor,
Ally Noweez,
Seek Chund, of Soonez Ghur,
Cowul Loll, of Sooruz Ghur,
Seid Rahem Ally Fyzabady,
Abdooſah,
Golaum Muzuf Hoſſenny,
Sheik Ruffeul Ullah,
Futteh Jung Khan.

(A true Tranſlate).
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{ry} to the Gov^{t}.

Under the Seals and Signatures as under written.

All we Zemindars, Choudries, and Talookdars, of the Diſtrict of Akbarnagur, commonly called Raje Mhal, in the Kingdom of Bengal, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings on Suſpicion that he oppreſſed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England; that Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and that his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have always been guarded in Quiet from Attack by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowerd by Deſpair. He diſplayed his Friendſhip and Kindneſs to all. He deſtroyed the Powers of the Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppreſſors by his Juſtice, and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice, and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guard the Religious Cuſtoms of each from the Effects of Misfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The

The Seals and Signatures to this Addreſs.

Lucknaut Serma, and Neel Money Serma, Zemindars of Pergunnah Akburpoor,
Emann Buhſh Choudry,
Hubbut ulla Choudry,
Dololl Sunderhun,
Regonundun,
Kiſhenperſaudhurr,
Soubra Doſs, Zemindar of Pergunnah Hattyee,
Bullubly Caunt Serma, Zemindar of Pergunnah Gourhing,
Cowul Lochun Serma, Zemindar of Pergunnah Mollydayab,
Meer Coſſeen Ally,
Meer Tarab ul Dien,
Meer Sied Ally,
Meer Neamut Ulla, Talookdar of Darbapoor,
Gomny Caunt Serma, Zemindar,
Grooperſaud, Zemindar,
Deby Chum,
Burrut, Zemindar of Pergunnah Kheerum,
Pretichund Sahoy, Brother of Deby perſaud Sahoy, Zemindar of Pergunnah Amloir,
Nuzzeef Ally, Talookdar Billollpoor,
Mirza Johoor Ally, Talookdar of Terrif Neamutpoor,
Mocundram Doſs, Talookdar of Terrif,
Mahomedpoor and Juſmſedpoor, of Pergunnah Dehhuzory, 10 Annas Diviſion,
Sheik Mahomedaſſeer, Grandſon to Golaum ally Moorſerjah,
Abul Coſſim Cawn, Talookdar Sheickpoor, of Pergunnah Muckranin
Sied Reza Ally Cawn, Zemindar of Beena Cawn, of Pergunnah Muckranin,
Abul Coſſim Cawn, Talookdar,
Sied Ahmed Ally Cawn, Talookdar,
Buſſent Ally Cawn,
Sheick Dullul Ulla, Talookdar of Mouza Sheharpoor,
Munnyar Sing, Son of Porreen Sing, Zemindar of Pergunnah Chuck Delawar,
Meer Jooga, Son of Meer Sier Ally, Talookdar,
Meer Futteh Ally, Talookdar Terrif Inaelpoor,
Gurrub Doſs, Talookdar of Village Choundpoor,
Ramdeb Doſs, and Syheb Doſs, Talookdars of Village Allypoor,
Merza Gudgenphen Hoſſein, Zemindar of Pergunnah Sheerpoor,
Merza Gudgenphen Hoſſein, Talookdar of Village Shuckſooſpoor,
Merza Tran ul abawn, Grandſon of Meer Torab Ally, Talookdar of Terrif Touka,
Collyperſaud, Son of Golaub Chowdry, Zemindar of Pergunnah Havelly Terra,
Hyat Mahomed Choudry, Son of Weezhuddy Choudry, of Pergunnah Havilly Terra,
Hurrynoth, and Loll Behary, Talookdars of 4 Annas Diviſion of Pergunnah Deonoth,
Jaggernaut, &c. Choudries of 12 Annas Diviſion of Pergunnah Dinapoor,
Chummun Loll Choudry, Zemindar of Pergunnah Behadrepoor,
Byje Noth Choudry, Zemindar of 10 Annas Diviſion of Pergunnah Beegumabad,
Mahomed Doorbeſs, of Terrif Iſlampoor,
Byje Nothdoſs, of Pergunnah Pam Diai Setaram, &c^{a}. Zemindar of Pergunnah Jungle Diar,
Bude Noth Shahoo, Zemindar of 6 Annas Diviſion of Pergunnah Munglepoor,
Kiſhinperſaud, &c^{a}. Zemindar of 10 Annas Diviſion of Pergunnah Munglepoor,
Coſſimaut, Zemindar of Pergunnah Suttaun Gunge,
Tickchund Doſs Chundicheem Ghoſe, Son of Pambutty Cheem Ghoſe, Talookdar of Terrif Govindpoor,
Jaunkeram and Shaeb Ram Doſs, of Terif Shapaud,
Kertichund Serma,
Sheick Golaum Hoſſein, Talookdar of Terrif Chundypoor,
Humaut Doſs Debly Churn Metre, Talookdar of Hurrypoor,
Shaheb Ram Paulit, Zemindar of 6 Annas Diviſion of Pergunnah Dehhuzary,
Bridgeraje Sing, Son of Row Radke Kiſhun, Talookdar,
Merza Suttaun Beg, Naib of Sheick Mahomed, of Futtehpoor.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Gov^{t}.

Under the Names as under-written.

We, Inhabitants of the Hills in Ingleterry, in the Chuckla of Rajemhal and Boglepore, have learnt that the Inhabitants of the Diſtrict of Boglepore have written in Praiſe of Mr. Haſtings, wherefore why ſhould not we, who are praiſing Mr. Haſtings, write alſo, and not remain ſilent? We therefore repreſent, that we formerly lived in the Hills, like the Beaſts of the Foreſts, and during the Government of Mr. Haſtings became like other Men, and the Qualities and Honours of Men were inſtilled into us. Formerly our Means of Subſiſtence were no other than thoſe of Plunder and Rapine, and we exiſted with the greateſt Difficulty; but now, by the wiſe Conduct of that Gentleman, we live at Eaſe, and, like others, are happy and ſatisfied with the Company. As this Eaſe and Civilization, which has produced Reſpect to us among Mankind, has been the Effect of Mr. Haſtings's Conduct and Management, we have never experienced other than Kindneſs, nor have any one One of us heard of any Oppreſſion from him; on this Account we are pleaſed with Mr. Haſtings.

The Names to this Addreſs.

Baka Manjy, Chief of Kho Mulbungee,
Bukoo Manjy, Second to Ditto,
Merker Manjy, Chief,
Sirly Manjy, Second in Tuppa,
Mird Manjy, Chief,
Khetcoo Mangy,
Sutchoo Manjy,
Lucknoow, Second,
Soorjah Manjy, Second,
Soorjah Manjoy,
Chumra, Chief,
Daagro, Second,
Deo Cowur, Chief,
Gunga Manjy,
Mudkeſſa Manjy,
Dullor Manjy,
Goora Manjy,
Bodla Manjy,
Duſnoo Manjy,
Bucka Manjy,
Buckoo Manjy,
Suckra Manjy, Chief of Barroona,
Singha Manjy,
Narain Manjy,
Dulagelrry, Second in Keep Dongapanee,
Soorjah Manjy,
Gundy Deecoor,
Dadoo Cowar, Chief,
Sonaday Caweer, Chief,
Dub Coweer, Second,
Pooja Manjy, Second,
Ramma Manjy,
Chumroo Manjy,
Bauſſor Manjy,
Chumroo Manjy, of Koh Dhoo Dommany,
Wooma Manjy,
Churra Manjy,
Beſahdy Manjy,
Soorjah Manjy, Chief of Kherd,
Soodra Manjy, of Kah Mudho Chuppy,
Soodra Manjy, Chief,
Paleſſoo, Second of Kho Chuppernee,
Dooar, Second,
Toora Manjy, of Kho Gurrypara,
Mucka Manjy,
Aſſa Manjy,
Mucka Manjy.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. T^r.

A true Copy.
E. Hay,
Sec^y to the Gov^t.

N° 15. Copy Letter from the acting Judge of Patna—tranſmitting a Perſian Addreſs from that City; alſo Copy of two Letters from the Deputy Perſian Tranſlator.

To Edward Hay, Eſquire, Secretary to the Government at Fort William.

Sir,

I was favoured with your Letter of the 31ſt March laſt; and a Sooruthat reſpecting Mr. Haſtings having been ſent to me by the principal Inhabitants of this City, I now do myſelf the Honour to tranſmit it to you.

I am, Sir,
Your moſt obedient humble Servant,
(Signed) H. DOUGLAS,
Act^g Judge.

Patna Dewanny Adaulut,
3d Sept^r 1788.

A true Copy.
E. Hay,
Sec^y to the Gov^t.

To Edward Hay, Eſquire, Secretary to the Government.

Sir,

In my Letter of Yeſterday's Date, accompanying further Advices relative to Mr. Haſtings, in order to preſerve the Liſt of them regular, I inſerted under the Letter Z. an Addreſs from the Inhabitants of Patna, with Tranſlation, which was not completed, the Names to it not being made into Engliſh. The Tranſlation of them is now in Hand; but from the Number and confuſed Order of the Seals and Signatures annexed to it, I ſhall not be able to prepare it to fill the Place allotted it in the above-mentioned Letter, to go by the Packet of the William Pitt; I therefore requeſt you will annex this Letter to that of Yeſterday's Date, in order to explain the Cauſe that the Patna Addreſs does not accompany according to the Liſt, and that it may be deferred until the next Diſpatch to England.

I am, Sir,
Your moſt obedient humble Servant,
(Signed) G. F. CHERRY,
D. P. Tr.

Calcutta,
5th Novr 1788.

A true Copy.
E. Hay,
Secry to the Govt.

To Edward Hay, Eſquire, Secretary to the Government.

Sir,

Having, under Date 5th November laſt, been under the Neceſſity of withholding the Addreſs from the Inhabitants of Patna, marked in my Letter of the 4th November with the Letter Z. for Reaſons already aſſigned, I have now the Pleaſure to forward you the original Addreſs from Patna, with a Tranſlation thereof, under the ſame Mark as in the Liſt accompanying my Letter of the 4th November.

I now forward you ſundry other Addreſſes received ſince my laſt, from the Vakeels of the ſeveral Zemindars, &c. with Tranſlations of the ſame, according to a Liſt accompanying.

I am, Sir,
Your moſt obedient Servant,
(Signed) G. F. CHERRY,
D. P. Tr.

Calcutta,
22d December 1788.

A true Copy.
E. Hay,
Secy to the Gov.

Z.

No 16. Tranſlation of a Perſian Addreſs from the Inhabitants of Patna.

Tranſlation of an Addreſs relative to Mr. Haſtings, under the Seals and Signatures of the Inhabitants of the City of Patna.

It having come to the Hearing of all us Men, both high and low, of every Sect and Perſuaſion, as well Hindoos as Mahomedans, the Inhabitants and Natives of the City of Patna, Part of the Territories belonging to the Dewanny of the Engliſh Company, that the Gentlemen of England are diſpleaſed with the late Governor General, Warren Haſtings, upon the Suſpicion that exerciſing Tyranny and Oppreſſion, and taking from us, by Artifice, and Fraud, and Force, our Property, he laid waſte the Country; we therefore, according to the Dictates of our ſeveral Religions and ſacred Ordinances, which we hold to be ſtrictly binding on our Conſciences, and in Obſervance alſo of that Divine Precept, "Bear ye Teſtimony," do thus publiſh a true Account of the Nature and Circumſtances of the Conduct of Mr. Haſtings, an honoured Perſonage of eſteemed Qualities, who was perfect in Caution and Rectitude, complete in Virtue and Benevolence, and firſt amongſt thoſe Characters who are ſignalized by their great Harmony and Wiſdom, and was honoured both by the Kings of Hindoſtan and England; and by thus giving Utterance to the Words of Truth and Juſtice, cleanſe the Mirrours of the Hearts of the Gentlemen of England from the Ruſt of Suſpicion. This Perſon is clothed with Probity and Religion as with a Garment, and is adorned by the Protection of the People, and the Preſervation of us the Worſhippers of God, as it were with a Jewel; the Skirt of his Exiſtence is unſullied by the Stain of Diſhoneſty or Prejudice, and the Mirrour of his Heart is unclouded by the Duſt of Avarice. In the Time of his Government, and during the Period of his Adminiſtration, no one has ſeen in him any Thing but the Protection of the Subjects, and the Diſpenſation of Juſtice; never did the Dirt of

Affliction ſeat itſelf through him on the Hearts of the People, nor did he ever break the Glaſs-like Minds of the Lowly with the Stone of Violence. As an Army is kept in Safety by its Watch Guards, ſo he protected the Honours of Strangers and Natives by his Vigilance and Foreſight, and kept them defended in the Caſtle of Security from the Troops of Adverſity. The Sanctuary of the Welfare of us humble Men was preſerved in Safety by the ſuperintending Care of his Juſtice and Benevolence; he did not omit the ſmalleſt Particle of Friendſhip towards us, and towards whoever elſe were deſerving of it, but always by kind Words and benign Acts adminiſtered the Balm of Comfort to the wounded Hearts of the Afflicted. He left not one of us all, not a ſingle Individual, to be melted in the Crucible of Deſpair. In his compaſſionate Nature and great Kindneſs he favoured us all. The Feet of the Endeavours of wicked Men were broken by the Axe of his Awe, and the oppreſſive Hands of Evil Doers were bound by the ſtrong Cords of his Juſtice. By theſe Means the Doors of Happineſs and Delight were opened to us. He new laid the Foundations of Juſtice and the Pillars of the Law. In every Shape we the Inhabitants of this Country, during the Time of his Adminiſtration, lived in Eaſe and in Peace. We are therefore greatly ſatisfied with and thankful to him. As the ſaid Mr. Haſtings was long acquainted with the Modes of Government in thoſe Regions, ſo the inmoſt Purpoſe of his Heart was openly and ſecretly, in Word and in Deed, bent upon all thoſe Things which might maintain inviolate our Religions, Ordinances, and Perſuaſions, and guard us in every the minuteſt Reſpect from Miſfortune and Calamity. In every Way he cheriſhed us in Honour and Credit. Whatever we have in our own Perſons really experienced from him, and whatever has been clearly manifeſted by him, and whatever has been clearly, we have for the Sake and in the Name of God, without the Arts of Hypocriſy, truly and juſtly thus declared. In this there is no Doubt.

Seals and Signatures to the above Addreſs.

*KAUZIES.

N° 1. Moolah Shurreat Ullah Khaun Wauyez, the Chief Kauzy.
N° 2. Kauzy Sijed Fuzl Ally.
N° 3. Kauzy Sijed Sultaun Alum.
N° 4. Kauzy Sujed Ameen U Deen.
Under this Seal is written,
A Supporter of Students, the Son of Kyaut Muzzeid, who was the Son of Shurreef Udeen, Proprietor of the Village Birtooly, in the Purgunnah of Rotas, by the Mother's Side, Grandſon of the Kauzy Shooker Ullah, who was the Son of Cauzy Peer Mahommud, the Hereditary Kauzy of the Purgunnah of Kauter, in the Sircar of Bahar. This Subſcriber is alſo Naib of the Kauzy of the Fouzdar of the Diſtrict of Patna, in the Soubeh of Behar.
N° 5. Kauzy Subghut Ullah.
Under this Seal is written,
The Contents of this Paper are ſtrictly true; Kauzy of the Purgunnah of Burragong, and Boonnea, and Punwaurah, in the Sircar of Shawabad, in Behar.

MOOFTIES.

N° 6. Moofty Sujed Ibrahim Hoſein.
Under this Seal is written,
"Fact."
N° 7. Moofty Doſt Mahommed.
Under this Seal is written,
"Fact."
N° 8. Moofty Sujed Fuzl Ullah.
Under this Seal is written,
"Fact."
N° 9. Moofty Sheikh Muſſy Oolah.
Under this Seal is written,
"Fact."
N° 10. Moofty Sujed Mohummed Hoſein.
Under this Seal is written,
"In Truth, Mr. Haſtings was famous and celebrated for his Goodneſs."

*** N. B. The Titles on many of the Seals are very numerous.—In the Tranſlation it has been thought neceſſary to retain only the moſt familiar.**

The Numbers prefixed to the Names in the Tranſlation refer to as many correſponding Numbers in the Original.

Suddaurut Punnah, i. e. Officers appointed by the Crown to ſuperintend the Charity Lands.

N° 11. Zein U Dein Ally Hyder Khawn.
Under this Seal is written,
"The Seal of the Sudder of the Sobah of Bahar; whatever is written in this Paper
"is ſtrictly true."

N° 12. Sujed Wully Allum, Motehurully or Procurator appointed by the Engliſh Government for the Purpoſe of ſuperintending the Intereſt of thoſe holding Charity Lands in the Diſtrict of Bahar.

CANOONGOES.

N° 13. Roy Bulwunt Sing.
Under this Seal is written,
"Roy Bulwunt Sing, Canoongoe of the Sudder of the Soubah Bahar, and an
"immediate Servant under the Emperor, bears Teſtimony of the Truth of
"this Paper."

N° 14. Abdhoo Peim Chund.
Under this Seal is written,
"Peim Chund, a Servant of the Emperor, a Mohurrer of Roy Bulwunt Sing,
"and of Roy Purſud Ram, Canoongoes of the Sudder of Bahar."

N° 15. Roy Nirmul Sing, Son of Purrein Sing.
Under this Seal is written,
"Roy Nirmul Sing, the Canoongoe of the Sudder of Bahar, bears Teſtimony
"to the Truth of this Paper."

N° 16. Sittaram Sahoy.
Under this Seal is written,
"Sittaram, the Gomaſtah of Roy Nirmul Sing, the Canoongoe of the Sudder
"of Bahar, is perfectly and ſatisfied."

N° 17. Roy Perſudram.
Under the Seal is written,
"Roy Perſudram, an immediate Servant of the Emperor, and Canongoe of
"the Sudder Bahar, bears Teſtimony to the Truth of this Paper."

N° 18. Akund Sing.
Under this Seal is written,
"The Seal of Akund Sing, the Canongoe of the Sudder of the Purgunnah of
"Ball, &c. in Sircar Sarun."

N° 19. The Signature of Khemajeet Roy, the Canongoe of the Purgannah of Milkie and Booſaury, in the Sircar of Hatgee Poor, belonging to Bahar, by the Pen of Behadre Sing, the Deputy of the ſaid Canongoe.

N° 20. The Signature of Roy Anoop Loll and of Ronſhoun Loll, Canoongoes of the Purgunnah of Milkie, in the Sircar of Haujy Poor, belonging to Bahar, by the Pen of Behadre Sing, Deputy of the ſaid Canoongoe.

N° 21. Ram Sahoy Heim Sing.
Under the Seal is written,
"The Signature and Seal of Heim Sing, the Canoongoe of the Purgunnah of
"Noubut Poor Bullea, in the Soubah of Bahar."

N° 22. Rogonaut Sahoy.
Under the Seal is written,
"The Signature and Seal of Rogonaut Sahoy, the Grandſon of Kiſhen dew Doſs,
"and the Canoongoe of the Purgunnah of Soroo, in the Sircar of Shawabad,
"in Bahar."

N° 23. Bhekun Loll.
Under the Seal is written,
"The Signature of Bhekun Loll, the Gomaſtah of Roy Perſud Ram, and Roy
"Nulwut Ram, the Canoongoe of the Sudder of the Soubah of Bahar."

N° 24. Nuſſurrat Ally.
Under the Seal is written,
"The Signature of the Canoongoe of the Purgannah of Saundeh."

N° 25. The Signature of Behadre Ally, the Servant of the Emperor, the Canoongoe of the Purgunnah and City of Azeemabad, in the Sircar and Soubah of Azeemabad—Under the Juſtice of Mr. Haſtings I was happy.

N° 26. The Signature of Odey Chund, the Gomaſtah of Sheikh Behadre Ally, Canoongoe of the Pergunnah of Azeemabad.

N° 27. The Signature of Bowanny Sing, a Servant of the Emperor, and a Canoongoe of the Purgunnah and City of Azeemabad, in the Sircar and Soubah of Bahar.—In the Juſtice of Mr. Haſtings I was pleaſed and happy.

N° 28. The Signature of Kiſhun Chund, the Gomaſtah of Bowanny Sing, and Canoongoe of the Purgunnah Haveylee of Azeemabad.

N° 29. The Signature of Bolaunut, a Servant of the Emperor, and a Canoongoe of the Pergunnah and City of Haveyley Azeemabad.—In the Time of Mr. Haſtings I was happy, in a State of perfect Eaſe.

N° 30. Doorgah Sahoi, the Gomaſtah of Bolanaut Canoongoe.

Omrahs and the Sons of Omrahs, Khawns, Munſubdars, and Zemeendars, being Mahomedans.

N° 31. Moneer ul Molk Moneer ul Dowlah Khawn Zummaun Khawn Behadre Nadir Jung.
Under the Seal is written,
“ In doing good to Mankind Mr. Haſtings had no Equal.”

N° 32. Mahommed Moſtekeem Khawn.
Under this Seal is written,
“ Mohummed Moſtekeem Khawn, Son of the Nawaub Mozuffer Khawn, who
“ was the Nephew of the Ameer ul Amrah Nabob Sumſaum ul Dowlah
“ Khaundowran Behadre, who was the Chief Boſhy of all Hindoſtan.”

N° 33. Mahommed Khawn Behadre ul Molk Delawurzun.
Under the Seal is written,
“ The Son-in-law of the Nawaub Moneer ul Dowlah Reiza Cooley Khan Be-
“ hadre Nadir Jung.”

N° 34. Sujud Mohummed Kkawn.
Under his Seal is written,
“ Sujed Mohummed Khawn, the Grandſon of the Nawaub Mored Khawn, de-
“ ceaſed.”

N° 35. Himmut Khawn Behadre.
Under his Seal is written,
“ Grandſon of the Nawaub Azum Khawn Azum ul Dowlah Shumſheer Jung
“ Behadre, who was the Son of the Nawaub Muſleh uddeen Khaun Muſleh O
“ Dowla Behadre.”

N° 36. Sujed Lutf Ally Khawn.
Under his Seal is written,
“ I, the humbleſt of the Servants of God, am a Grandſon of the Nawaub Azum
“ Khawn Azum U Dowlah Shumſheer Jung Behadre, and the Son of Sujed
“ Ameer Mohummed Khawn Behadre.—I affirm, ſwearing by the Prophet, and
“ by the holy Fathers, upon all of whom be the Grace of God, that without ever
“ having ſeen Mr. Haſtings, I am thankful to him. In Truth, that excellent
“ Gentleman was without an Equal.—Even, in former Times, there were few
“ Rulers ſo juſt, and poſſeſſed of ſuch Liberality, that all Mankind, from the
“ high to the low, from the great to the ſmall, ſhould, on all Accounts, be
“ thankful to him; that not one Individual of the whole human Race ſhould
“ complain of him.—God is Witneſs, that the late Governor General is one of
“ thoſe Rulers who are of diſtinguiſhed Eminence. Wherever he is, may God
“ preſerve him under his holy Care and Protection.”

N° 37. Sujud Sheer Ally Khawn Behadre.
Under his Seal is written,
“ Sujeed Sheer Ally Khawn, Son of Sujed Mohummed Koſeen Khawn Behadre,
“ who was the Son-in-law of Sujed Abdul Ally Khawn Behadre Shujah
“ Jung.”

N° 38. Abdul Huſſun Khawn.
Under his Seal is written,
“ The Son of the Nawaub Himmut Khawn.”

N° 39. Hoſein Ally Khawn.
Under his Seal is written,
“ The Grandſon of Salim Ally Khawn, deceaſed, and the Nephew of Kulb
“ Ally Khawn, deceaſed, Daroga of the Adawlut of the Soubah Bahar.”

N° 40. Bubber Ally Khawn.

N° 41. Ally Azeem Khawn Behadre.
Under his Seal is written.
“ Ally Azeem Khawn, the Zemindar of the Sircar of Gauzipoor, in the Soubah
“ of Allahabad, and Proprietor of Lands in the Soubah of Bahar.—I am

" perfectly ſatiſfied with, and grateful to Mr. Haſtings. I hereunto affixed " my Seal the 2d of Jummady ul Omrah, in the Fuſsily Year 1195."

N° 42. Meerza Abdoola.
Under his Seal,
" Meerza Abdoola, the Son of Kulb Ally Khawn, who was the Son of Ally " Cooly Khawn."

N° 43. Wully ooalla Khawn.
Under his Seal is written,
" Wully oolla Khawn, a Servant of the Emperor, a Jageerdar, is the Son of " Ghwolaum Imaum a Dein Khawn, deceaſed, who was the Siſter's Son of " the Nawaub Ahumed Khawn, deceaſed.—What is written in the Text is " exempt from all Doubt."

N° 44. Mohummed Mukkeem Khawn.
Under his Seal is written,
" There is no Doubt in the above. In all that concerned Mankind, he was " without an Equal."

N° 45. Mohummed Azeem Khawn.

N° 46. Wahed Ally Beig.
Under his Seal is written.
" Wahed Ally Beig Khawn, Ameen of the Soubah of Behar, bears Teſtimony " to this."

N° 47. Sujed Abaſs Ally Khawn Ruzvy.
Under this Seal is written,
" Son of Sujed Aſſud Ally Khawn, deceaſed, who was the Son-in-law of Suraj " ul Dowla, deceaſed.—In truth, he (Mr. Haſtings) was a Man of Underſtanding, and worthy of governing."

No. 48. Anal Greeb.
Under his Seal is written,
" Well known by the Name of Sujed Fuzl oola Khawn Hoſeiny."

No. 49. Mohummed Ally Khawn.
Under his Seal is written,
" Mohummed Ally Khawn, the Daroga of the Foujedarry Adawlut for the Diſtrict of Azeemabad, and Soubah of Bahar, bears Teſtimony to this Paper. " — The Contents of the Text are true."

N° 50. Sujed Iſmael Ally Khawn Behadre.
Under this Seal is written,
" Sujed Iſmaul Ally Khawn, the Son of Sujed Abdul Ally Khawn Behadre " Shuja Jung, who was the Brother's Son of the Nawaub Izut Khawn, the " Soubehdar of Azeemabad."

N° 53. Ahmud Ally Khawn.

N° 54. Mohummud Ally Khawn.
Under this Seal is written,
" Mohummed Ally Khawn, the Son of Khadim Hoſein Khawn."

N° 55. Aboo Tooraub Kawn.
Under this Seal is written,
" Palpably true."
" Aboo Tooraub Khawn is the Son of Abul Coſſim Khawn, deceaſed."

N° 56. Mehdy Neſſaur Khawn Behadre Sabit Jung.

N° 57. Abaſs Cooley Khawn Behadre Nuſrut Jung.

N° 58. Ahmud Ally Khawn.

N° 59. Fedarr Ally Khawn, commonly called Abul Coſſim.

N° 60. Fedarr Hoſein Khawn.

N° 61. Huſſun Mohummud Khawn.

N° 62. Ahmud Nuwaz Khawn.

N° 63. Hedayet Hoſein Khawn.
Under this Seal is written,
" Thank God for all Things—I have ſeen the Truth of what is written in this " Paper."

N° 64. Enayet Hoſein Khawn.

N° 65. Erſhaud Khawn.
Under this Seal is written,
" Erſhaud Khawn, the Son of the Nawaub Ameen ul Dowlah Behadre."

N° 66. Sujed Hyder Ally Khawn.
Under this Seal is written,
" So long as Mr. Haſtings was Governor of the Soubah of Bengal, &c. no " Evils reached me; on the contrary, I continued in perfect Eaſe."

N° 67. Mohummed Beig Khawn.
Under his Seal is written,
" The Son of Meer Meyher Ally Khawn."

N° 68. Mohummud Reeza Khawn.
Under this Seal is written,
“ Mohummed Reza Khawn, the Son-in-law of Abul Coſſim Khawn, deceaſed.
“ —There is no Doubt of the Juſtice and Equity of Mr. Haſtings.”
N° 69. Hardy Ally Khawn, Phyſician.
N° 70. Shurruf Ally Khawn Ibn Hichkum.
N° 71. Moonſhurruf Ally Khawn Ibn Hichkum.
N° 72. Nuuwauſiſh Hoſein Khawn.
Under this Seal is written,
“ Evidently true.”
“ Nuwauſiſh Hoſein Khawn, the Grandſon of Abul Coſſim Khawn, deceaſed.”
N° 73. Nuuwauſiſh Huſſun Khawn.
“ Evidently true.”
“ Nuwauſiſh Huſſun Khawn, the Grandſon of Abul Coſſim Khawn, deceaſed.”
N° 74. Ghawzy u Deen Ally Khawn.
Under this Seal is written,
“ Evidently true.”
N° 75. Biſmilla Khawn.
Under this Seal is written,
“ There is no Doubt of this.”
N° 76. Morein u Deen Ally Khawn.
N° 77. Abkarkhaun Behadre.
Under this Seal is written,
“ Mr. Haſtings was the Benefactor of Mankind, and in every Thing worthy of
“ a Ruler; was without an Equal. I am a Munſubdar of the Emperor.”
N° 78. Khaujeh Khullul ullah Khawn Behadre.
N° 79. Hafiz Ghwolaum Ally Khawn,
Munſubdar of the Empire.
N° 80. Mohummed Khawn, Fedvy Shah Allum Badſhahy Gauzy.
Under this Seal is written,
“ The Son of Fayez Ally Khawn, deceaſed, who was the Bokſhy and Naib of
“ the Soubah of Azeemabad under Mohaubut Jung.—I ſwear by my God and
“ my Prophet, that during the Time of Mr. Haſtings's Government I lived
“ in perfect Peace, and that I was much concerned at his Departure.”
N° 81. Zuffer Cooly Khawn.
N° 82. Mohummud Aſkurry Khawn.
Under his Seal is written,
“ The Grandſon of Fayez Ally Khawn, deceaſed, the Boſhy of Nawob Mohaubut Jung.”
N° 83. Mohummud Hoſein Behadre.
N° 84. Mohummud Ally Khawn.
Under his Seal is written,
“ In protecting the Subjects, and in whatever was worthy of a Chief, he was
“ unequalled.”
N° 85. Azeem ulla Khawn.
N° 86. Mohummed Tucky Khawn Behadre.
Under his Seal is written,
“ In protecting the Subjects, and in whatever was worthy of a Chief, he was
“ unequalled.”
N° 87. Mohummed Yar Khawn.
Under this Seal is written,
“ It is palpably true, and I am ſatisfied and thankful.”
N° 88. Sheer Afgun Khawn Behadre.
N° 89. Kunaumut ulla Khawn.
N° 90. Muſſeeh ulla Khawn Behadre.
N° 91. Ghwolaum Durgah Meer Khawn Kaudry.
N° 92. Ally Zamin Khawn.
Under this Seal is written,
“ He was a juſt Man.”
N° 93. Juggut ulla Khawn.
N° 94. Naſir Ally Khawn.
N° 95. Ameer Khawn.
N° 96. Huſſun Ally Khawn.
Under this Seal is written,
“ Palpably true.”
N° 97. Mauſoom Ally Khawn.
Under this Seal is written,
“ Mr. Haſtings Behadre was a very juſt Man, a Protector of the People, and a
“ Benefactor of the Poor.”
N° 98. Mohummed Cooley Khawn.

Under this Seal is written,
"I was, and am ſatisfied with, and thankful to him."

N° 99. Meer Mohumed Takir Khawn.
Under this Seal is written,
"Mr. Haſtings Behaudre—may God encreaſe his Proſperity—was a Man of Juſtice, and a Protector of the Poor.—All Mankind are ſatisfied with and thankful to him; I alſo Meer Mohummed Takir Khawn, the Grandſon of Nawob Akeedutmund Khawn Behadre, am ſatisfied with him, and thankful to him."

N° 100. Rajah Yekbaul Ally Khawn Behadre.
Under his Seal is written,
"Rajah Yekbaul Ally Khaun Behadre, the Son of Rajah Kaumguar Kaun Mien, and Zemendar of the Purgunnahs of Nurhot and Summoy, &c. in the Sircar and Soubah of Bahar."

N° 101. Ghwolaum Hoſein Khaun.
Under this Seal is written,
"The Grandſon of Murza Moyeen u Dein Khaun, deceaſed."

N° 102. Niſſaur Hoſein Khaun Hoſeiny.
Under this Seal is written,
"Notoriouſly true."

N° 103. Khulleel Beig Khaun.
Under this Seal is written,
"Notoriouſly true."

N° 104. Buddy u Deen Mohummed Khaun.
Under this Seal is written,
"Son of Mohummed Khaun, deceaſed, a Phyſician.—From the Commencement of Mr. Haſtings's Government I never experienced any Hardſhip."

N° 105. Meer Ghwolaum Hoſein Khaun.
Under this Seal is written,
"From the Commencement of Mr. Haſtings's Government I never experienced any Hardſhip."

N° 106. Abdvolahkaun.
Under this Seal is written,
"It is ſtrictly true."

N° 107. Mohummed Tucky Khaun.

N° 108. Sumſaum u Dein Khaun.
Under this Seal is written,
"It is ſtrictly true."

N° 109. Meer Mohummed Baker Khaun Behadre.
Under this Seal is written,
"In the Juſtice of Haſtings, and in his Protection of the People, we are all ſatisfied and thankful; and during the Time of his Government we led our Lives in great Tranquillity, and continued in Abundance, inſomuch that the very Name of Oppreſſion was not heard of."

N° 110. Hyder Ally Khaun.
Under this Seal is written,
"There is no Doubt in this.
"From the Commencement in his Government till his Departure for Europe, the Inhabitants and People of this Country always continued in Peace and Security, and they pray for the King and Country."

BEEGUMS, and other Women of Rank.

N° 111. Soubed U Niſſa Begum.
Under this Seal is written,
"Daughter of the Nawob Abdul Ally Khaun Behadre, Son of the Nawob Sultaun Khaun Behadre, one of the Nobles of Jehaugur, and the Wife of Shah Ally Khaun."

N° 112. Zaheeut ul Niſſau Beegum, Widow of Jullal u Dein Hoſen Khaun, deceaſed.

N° 113. Leenut ul Niſſau Beegum.

N° 114. Buddrah ul Niſſau.

N° 115. Inaut Fatimeh.

N° 116. Khier Ul Niſſau.

N° 117. Wully Ul Niſſau Beegum.

N° 118. Sujedeh Khodeyjeh.

N° 119. Sahib ul Niſſau, Wife of Ahmed Ally Khaun.

N° 120. Ahmetun Akremutun.
N° 121. Fatimeh Beegum.
N° 122. Ahumuddy Beegum.
N° 123. Doordauneh Beegum.
N° 124. Ayelun Niſſau Beegum.
N° 125. The Widow of Meer Aſkerry, deced.
N° 126. Juggroo Beegum.
N° 127. Mooſummaut Saulyhau.
Under this Seal is written,
" Notoriouſly true."
" The Seal of the Wife of Imaum Bokſh Khaun, the Son of Kawzy Thiſſun
" Roza Khaun, deced."
N° 128. Jeuny Beegum.
N° 129. Beiby Fatimeh Jaun Beegum.
N° 130. Motihaulikaun of Rajah Sadoo Ram deced.
Under this Seal written,
" From the prudent Counſels and perfect Wiſdom of Mr. Haſtings Behadre, he
" was in Truth a Man of Juſtice, and a Protector of the People."
N° 131. Fatimah. The World obtained its Deliverance by Fatimeh.
N° 1st 132. Mukun ul Niſſau Beegum.
N° 132. Noor Beeby: From "*poor Beeby*," i. e. The Light of a Woman, the World obtained its Redemption.
N° 133. Aſmutt Beegum.
N° 134. Shauiſleh Beegum.
N° 135. Poly Beegum.
N° 136. Mooly Beegum.
N° 137. Doordauneh Beegum.
N° 138. Motehaulikaun Auleh Hoſein Khaun.
Under this Seal is written,
" Notoriouſly true."

Men of Learning and Wiſdom, Prelates, and Deſcendants of the Prophet.

N° 139. Ghwolaum Huſſun.
Under this Seal is written,
" The Deſcendant and Repreſentative of the dignified Shah Arzanny, the Model
" of the Followers of God, the Chief of thoſe poſſeſſing Religious Wiſdom.
" May God ſanctify his honoured Tomb!—The Contents of this Paper are
" ſtrictly true."
N° 140. Wauris Ally.
Under this Seal is written,
" Witneſs Warris Ally, the Motehwrully (Superintendant of the Charity Lands)
" in the Purgunnah of Ghyaus Poor, in the Sircar and Soubah of Bahar."
N° 141. Mowlavy Moheb Ullah.
N° 142. Yekkeem Ally Motehwully.
N° 143. Burkut Ullah Hoſeiny.
Under this Seal is written,
" The Seal of the Daroga of the Cuſtoms of Arzeemabad."
N° 144. Mohommud Fiez Riozoy Hoſeiny.
Under this Seal is written,
" The Keeper of the Stone bearing the Impreſſion of the Foot-ſtep of the Prophet,
" near the Garden of Jaffier Khaun, and well known by the Name of Sujed
" Meer."
N° 145. Tubbyeut ul Huck Hoſeiny.
Under this Seal is written,
" The Supporter and Preceptor of Students, well known by the Name of Moſafir
" Ul Hoſeiny ul Behary."
N° 146. Mowlavy Fiozl ullah unſaury Calendar Kadry.
Under this Seal is written,
" He (Mr. Haſtings) was in Truth a juſt Man."
N° 147. Ghwolaum Hoſeing Hoſeiny.
Under this Seal is written,
" We People were and are always thankful to Mr. Haſtings; during his Time
" we ſuffered not the leaſt Hardſhip."

N° 148. Abdul Wahaub.

Under this Seal is written,

“ Strictly true.”

N° 149. Fiozl Ally, of the Race of Gung Shukker (a famous Durveiſh).

N° 150. Yaur Ahmed.

Under this Seal is written,

“ Palpably true.”

N° 151. Fiozl Ally.

N° 152. Ahmuddy Mokhtaur.

Under this Seal is written,

“ There is no Doubt in this.”

N° 153. Mutteahu Rehmaum Apſum ul Kutteteun.

Under this Seal is written,

“ Ahmud Ally.”

N° 154. Shekh Mutteah U Rehmaun, Jemmutdaur under the Engliſh Government, a Native of Iſlamabad, Reader of the Khutlah on the Part of the King, and under the Fouzdar.

N° 155. Sujed Mahommud Cheraug Ally.

N° 156. Sujed Niauzy.

N° 157. Meer Sufder Ally.

Under this Seal is written,

“ There is no Doubt in this; and in the Conduct which becomes a Chief he “ was unequalled.”

N° 158. Mahommud Aſhruff.

Under this Seal is written,

“ There is no Doubt in this.”

N° 159. Khaujeh Monim Bukſh.

N° 160. Ghwolaum Zelauny.

N° 161. Sujed Mohummed Taper.

Under this Seal is written,

“ I the offending Slave of God, Mohumed Tahir, am the Son of Mohummed “ Hoſein Hoſeiny.—The Contents of this Paper are ſtrictly true.”

N° 162. Huſſun Ally.

Under this Seal is written,

“ The Son-in-Law of Salim Ally Khaun, deceaſed, Dorogah of the Adaulut.”

N° 163. Iſfindyar Beig.

N° 164. Sujed Mobauruck.

N° 165. Meer Muſtophah Alley.

N° 166. Sujed Meer Ally.

Under this Seal is written,

“ It is univerſally known that he was a Man of Juſtice.”

N° 167. Sujed Burkaut Ally.

Under this Seal is written,

“ It is notoriouſly true that he was a juſt Man.”

N° 168. Sujed Hyder Ally.

N° 169. Mohummed Moez.

Under this Seal is written,

“ Witneſs to the Contents of this Paper.”

N° 170. Sujed Mohummed Kummauly.

N° 171. Abu Mohummed.

Under this Seal is written,

“ Whatever is written in the Body of this Paper is notoriouſly true.”

N° 172. Ruſhid Ally.

N° 173. Wauris Ally.

Under this Seal is written,

“ Palpably true.”

N° 174. Kulb Ally.

N° 175. Sujed Afzul Ally.

N° 176. Meer Aleem ullah.

N° 177. Sujed Koodrut ullah.

N° 178. Abdapoo Baub ullah.

N° 179. Ghwolaum Yehyah.

N° 180. Minnut ullah.

N° 181. Sujed Kulb Ally.

Under this Seal is written,

“ I Sujed Kulb Ally, the Son of a Prelate, and a Native of Guija, bear this Teſti- “ mony, that a Perſon ſo endowed with all laudable Qualities never before came

“ from the Country of the Frungs. All Virtues which are proper for the Nature of Man were conſpicuous in him.”

N° 182. Azeem Ullah.
Under this Seal is written,
“ A Prelate in the Soubah of Bahar.”

N° 183. Naſir Ally.
Under this Seal is written,
“ I bear Teſtimony to the Truth of this, that a Perſon ſo endowed with all laudable Qualities never before came from the Country of the Frungs. All the Virtues which are neceſſary to the Nature of Man were conſpicuous in him.”

N° 184. Jewakir.
N° 185. Moneer ul Huck.
N° 186. Ghwolaum Neamut.
N° 187. Ghwolaum Neamut.
Under this Seal is written,
“ Palpably true.”

N° 188. Rehmaun Hoſein.
N° 189. Meer Fyez u Deen Hoſein.
N° 190. Fuzl Ally.
N° 191. Sujed Cheraug Ally.
N° 192. Mohil Ally.
Under this Seal is written,
“ Witneſs Mohil Ally, an Ammehdar of the Pergunnah Ghyauz Poor.”

N° 193. Rehmutt Ally Ahmudy.
N° 194. Sujed Mohummed Tucky.
N° 195. Ally Akbar.
N° 196. Burkutullah.
N° 197. Allabd Sujed Wully Alum.
N° 198. Sujed Shaw Allum, a Prelate
N° 199. Alabd Sujed Rooſtum Ally.
N° 200. Sujed Behadre Ally.
N° 201. Auly Nubby auluad Ally.
N° 202. Sujed Soojaut Ally.
N° 203. Yah Hyder Kurraur.
N° 204. Zeea U Dein Mohummed.
N° 205. Velayet Ally.
N° 206. Munnooar Ally.
Under this Seal is written,
“ God knows and beholds this.”

N° 207. Meerza Mohummuddy.
N° 208. Mohummud Moraud.
N° 209. Zeen U Dein Ahmud.
N° 210. Mohummud Behadre.
N° 211. Amaunut.
N° 212. Abdahoo Hoor.
N° 213. Iraudut.
N° 214. Jemahir.
N° 215. Kulleem Ullah.
N° 216. Mohummed Aſkery.
N° 217. Ghwolaum Jelauny.
N° 218. Meer Coſſim Ally.
Under this Seal is written,
“ There is no Doubt of this, that he was a Man of Juſtice. I am the Son of Meer Nuſſur Ullah.”

N° 219. Nurwully Shah Wully.
N° 220. Sujed Suſder Alley.
Under this Seal is written,
“ So long as Mr. Haſtings Behadre was the Governor of the Soubah of Bengal, &c. on no Account did any Hardſhip befall me; on the contrary, I remained in perfect Eaſe.”

N° 221. Meer Hoſeiny, the Son of Meer Meyher Ally Khawn.
N° 222. Gwolaum Hoſein.
N° 223. Meerza Jeig Ally Baig.
N° 224. Sujed Hoſein Ally.
N° 225. Meer Mahommed Hoſein.
Under this Seal is written,
“ The Seal of Meer Mahummed Hoſein, a Merchant.”

N° 226. Kummur U Deen.
N° 227. Sullabut Khaun, the Son of Baukir Khaun.
N° 228. Sheikh Mohummed Sullah.
Under this Seal is written,
“ A Native of Lahore.”
N° 229. Ghwolaum Mukhdoom.
N° 230. Mohummed Iſmael Hoſeiny.
N° 231. Mokurrum Ally.
N° 232. Sujed Rooſtum Ally.
N° 233. Sujed Mohummed Moktedir.
N° 234. Mohummed Dayim.
N° 235. Khoorum Ally.
N° 236. Zeea U Dein Mohummud.
N° 237. Mohummud Huſſun.
N° 238. Khizur Khaun.
N° 239. Fyez Oolah.
N° 240. Mohummud Zummaun.
N° 241. Mohummud Waufil.
Under this Seal is written,
“ All Men are ſatisfied with, and grateful to, Mr. Haſtings for his good Conduct.
“ —I know he ſtudied the Good of the Company—to this I ſwear by God.”
N° 242. Meer Bukſhy.
N° 243. Mohummud Hoſein.
Under this Seal is written,
“ The Seal and Writing of Meer Mohummud Huſſun, Merchant.”
N° 244. Syed Ghwolaum Hyder.
N° 245. Sujed Kurrun Ally.
N° 246. Hoo Allah Akbar.
N° 247. Abdul Kadir.
N° 248. Ghwolaum Shurruf.
N° 249. Meer Khier U Deen Hoſein.
Under this Seal is written,
“ The Son of Meer Moraud Ally, the Bokſhy of the Nawob Ahtrarum U Dow-
“ lah Behadre, the Soubahdar of the Soubah of Azeemabad.”
N° 250. Sujed Ahſun Ally Hoſeiny.
N° 251. Amaunut Ullah.
N° 252. Bundeh Durgah Muraud Ally.
N° 253. Sujed Ameer Ullah.
N° 254. Mohummed Ameen.
N° 255. Sujed Meer Ally.
N° 256. Sullaumut Ullah.
N° 257. Mohummed Huſſool.
N° 258. Abdahoo Fackeer Ameer Ullah Hoſeiny.
N° 259. Mohummed Summy.
N° 260. Meir Jummaul U Deen.
N° 261. Mohummed Naumdaur.
N° 262. Hummadauny Hoſeiny.
N° 263. Meer Shurruf Ally.
N° 264. Wauris Ally.
N° 265. Mohumed Mehdy.
N° 266. Sujed Wauris Ally.
N° 267. Ghwolaum Ally.
N° 268. Sujed Shah Imaum.
N° 269. Shahab Ally.
Under this Seal is written,
“ Strictly true.”
N° 270. Mohummed Baker.
N° 271. Mohummed Hoſun.
N° 272. Ghwolaum Nubby.
N° 273. Fuzl Ally Shurreef.
Under this Seal is written,
“ God knows and beholds.”
N° 274. Nuwauſiſh Ally.
N° 275. Imdaud Ally.
N° 276. Abdahoo Abdaloo Beig.
Under this Seal is written,
“ Strictly true.”

N° 277. Mohummed Muſſah.
N° 278. Sujed Rooſtum Ally.
N° 279. Ghwolaun Moſtapha.
N° 280. Rohullah.
N° 281. Sujed Noor Ally.
N° 282. Murza Fuzl Ally.
N° 283. Mohummed Rouſhun.
N° 284. Loll Mohummed.
N° 285. Sief Ally.
N° 286. Mohib Ally.
N° 287. Sheikh Khier ullah.
N° 288. Mohummud Shurruff.
Under this Seal is written,
" Strictly true."
N° 289. Futteh Oolah.
N° 290. Meer Wauyez Ally.
Under this Seal is written,
" In the Protection of the People, and in the Conduct that becomes a Chief, he
" was without an Equal."
N° 291. Sheikh Jummun.
N° 292. Abdahoo Mohummud Aſhoor.
N° 293. Mohummud Khier ullah.
N° 294. Mohummud Reza.
N° 295. Abdahoo Mohummud Nizam.
N° 296. Sheikh Nuſſer ullah.
N° 297. Peer Mohummed.
Under this Seal is written,
" Strictly true."
N° 298. Kauzim Hoſein.
Under this Seal is written,
" Palpably true."
N° 299. Meer Umjud Hoſein.
N° 300. Sujed Shums u Deen Hoſein.
N° 301. Mohummed Tahir.
N° 302. Zulfehaur Ally.
N° 303. Sujed Futteh Ally.
N° 304. Ghwolaum Ally.
Under this Seal is written,
" Notoriouſly true."
N° 305. Sufder Ally.
N° 306. Sheikh Abdoolah.
Under this Seal is written,
" Notoriouſly true."
N° 307. Meer Ahmud Hoſein.
N° 308. Meer Hoſein.
N° 309. Fehaum u Deen Mohummed, the Moonſhy of the Cuſtoms at Azemabad.
N° 310. Sulleem u Dein Hoſeing.
N° 311. Mohummed Fyawz.
N° 312. Khier Ullah.
N° 313. Mohummed Jammaul ul Huck.
N° 314. Mohummed Khulleel.
N° 315. Abdub Jullul.
N° 316. Ghwolaum Ally.
N° 317. Meer Ghwolaum Ally.
N° 318. Sujed Hamid Jeely.
N° 319. Sujed Khulleel.
N° 320. Nujeeb Ullah.
N° 321. Sujed Rizvaun Ally.
N° 322. Wauhed Ally.
N° 323. Ghwolaum Mortizah.
Under this Seal is written,
" In his good Conduct, and perfect Wiſdom, Mr. Haſtings Behadre was in Tru
" worthy of Government."
N° 324. Peer Mahommed.
N° 325. Ghwolaum Abdul Kader.
Under this Seal is written,
" He was indeed a Man of Truth and Juſtice."

N° 326. Ghreeb Ullah Hoſeiny.

N° 327. Sujed Hidauejet ullah.

Under this Seal is written,

"Notoriouſly true."

N° 328. Khaujeh Ghwolaum Haſis Kauderry ul Hoſeiny.

N° 329. Bundeh Durgah Muſſy ullah.

N° 330. Ruffeeah u Deen Mohummed.

N° 331. Shah Mohumed Jaffer Ally.

Under this Seal is written,

"Notoriouſly true."

N° 332. Mohummed Meyhdy.

Under this Seal is written,

"Notoriouſly true."

N° 333. Ameen ullah Hoſeiny.

N° 334. Fakeer Haddy Ally.

N° 335. Sheikh Kudrut ullah.

N° 336. Fukkeer Durgah Nubby Mohummed Muſſy.

N° 337. Rouſhun Ally.

Under this Seal is written,

"Mr. Haſtings Behadre was in Truth a Man of Juſtice, and a Protector of the "People."

N° 338. Hubbeek ullah.

N° 339. Shah Ghwolaum Hoſein.

N° 340. Shah Meer Ally.

N° 341. Noor U Dein Ally.

N° 342. Mohummed Azeem Hoſeiny.

N° 343. Fuſſy ullah.

N° 344. Sujed Imaum Bokſh.

N° 345. Mohummed Ally.

N° 346. Kulb Ally Ruzwy.

Under this Seal is written,

"In this there is no Doubt."

N° 347. Sujed Ghwolaum Huſſun.

Under this Seal is written,

"In this there is no Doubt."

N° 348. Sujed Fuz Ally.

Under this Seal is written,

"He was a juſt Man."

N° 349. Mohummed Illahy Bokſh.

Under this Seal is written,

"In this there is no Doubt."

N° 350. Shah Meer Ally.

N° 351. Innauit ullah Hoſeiny.

N° 352. Alabdul Mooſnib Mohummed Jaffer.

Under this Seal is written,

"We People are entirely ſatisfied with, and thankful to Mr. Haſtings, for his "Juſtice and Protection of the People."

N° 353. Mohummed Farook.

Under this Seal is written,

"The Nephew of Choudry Abdul Ruſſool, the Choudry of Azemabad."

N° 354. Sujed Ally.

N° 355. Mohummed Auriff.

N° 356. Hajee Mohummed Khayim.

Under this Seal is written,

"Of the Juſtice and Equity of Mr. Haſtings there is no Doubt."

N° 357. Abdahoo Mohummed Mullich.

Under this Seal is written,

"We are greatly ſatisfied with, and thankful to Mr. Haſtings, for his Juſtice, "his Munificence to the Poor, and his Protection of the People."

N° 358. Mohummed Mehdy.

Under this Seal is written,

"There is no Doubt or Queſtion that Mr. Haſtings was juſt; that he ſupported "the Needy, and that he protected the People: We were ſatiſfied and thank- "ful."

N° 359. Mohummed Moneer Kedwanijee.

N° 360. Moſauhib Ally.

N° 361. Mohummed Ally Kedwanjee.

N° 362. Mohummed Ally Kedwanigee.

N° 363. Meer Ghwolaum Hoſein Mahummuddy.

N° 364. Iſlickhaur Beig.

N° 365. Aſghur Hoſein Hoſeiny.
Under this Seal is written,
"This is notoriouſly true."

N° 366. Meer Ghwolaum Shurruf.
Under this Seal is written,
"I never heard or ſaw that Mr. Haſtings was guilty of Injuſtice to any Man."

N° 367. Ghwolaum Muſtopha.

N° 368. Laul Mahummed.

N° 369. Rockun Ally Hoſeiny.
Under this Seal is written,
"In Truth, he was unequalled for the Protection of the People: Whoever petitioned him obtained his Deſire."

N° 370. Ummeer u Deen Hoſſein.
Under this Seal is written,
"Mr. Haſtings was a Man of Underſtanding."

N° 371. Mohummed Abid.
Under this Seal is written,
"Mr. Haſtings Behadre was, in the Protection of the People, and in the Improvement of the Country, a Ruler without an Equal: During the Time of that Gentleman's Government I was pleaſed and happy."

N° 372. Meer Inaut Ullah Hummandauny ut Hoſeiny.
Under this Seal is written,
"Mr. Haſtings was in Juſtice without a Second."

N° 373. Ghwolaum Ally.
Under this Seal is written,
"This is notoriouſly true."

N° 374. Sujed Hummedauny Mohummudy ut Hoſeiny.
Under this Seal is written,
"We were greatly pleaſed and ſatisfied with Mr. Haſtings for his Juſtice and for his Protection of the People."

N° 375. Sheikh Abdullah Moneyre.
"Mr. Haſtings Behadre was a juſt Man, and a Protector of the People, ſo that in his Time no Hardſhip was experienced."

N° 376. Sheikh Barrullah Moneyry.
"Mr. Haſtings Behadre, in the Throne of Juſtice and of Protection to the People, was ſuch a Man, that he has no Second."

N° 377. Mohummed Sir Bolond.
Under this Seal is written,
"It is notoriouſly true."

N° 379. Sujed Burkut ullah.
Under this Seal is written,
"I call God to witneſs, that all Men were ſatisfied and happy during the Adminiſtration of Mr. Haſtings, and that no Man ſuffered any Hardſhips."

N° 380. Muſſeeh ullah.

N° 381. Meer Futteh Ally.

N° 382. Meer Aha Ally Hoſeiny.
Under this Seal is written,
"From the Commencement of the Engliſh Company's Government, a Man ſo juſt as Mr. Haſtings has not come to this Country."

N° 383. Sujed Mohummuddy.

N° 384. Sujed Boorkann Ally.

N° 385. Abdoolah.

N° 386. Sujed Muſſech u Deen Hoſein.
Under this Seal is written,
"It is notoriouſly true."

N° 387. Shums u Deen.

N° 388. Ahmed Ally.

N° 389. Huſby ullah.
Under this Seal is written,
"I am a Witneſs to the Truth of this."

N° 390. Meerza Lutf Ally Beig, bears Teſtimony.

N° 391. Sheikh Ghwolaum Mortiza, bears Teſtimony.

N° 392. Sheikh Boodun, bears Teſtimony.

N° 393. Meerza Bogul Beig, bears Teſtimony.

N° 394. Mortiza Kooly Beig, bears Teſtimony.
N° 395. Chumroo Khaun.
Under this Seal is written,
“ He was a Protector of the People, and a Diſpenſer of Juſtice.”
N° 396. Ghwolaum Mohummed.
Under this Seal is written,
“ I bear Teſtimony to the Truth of this.”
N° 397. Eeſo of Reza.
Under this Seal is written,
“ He was a Protector of the Poor, and a Diſpenſer of Juſtice to the People.”
N° 398. Nuſſur ullah.
N° 399. Ghwolaum Hoſein.
Under this Seal is written,
“ It is notoriouſly true.”
N° 400. Sheikh Mohummud Mah.
N° 401. Yah Hoſein.
N° 402. Sujed Mohib Ally Hoſeiny.
N° 403. Shums u Deen Ally.
N° 404. Sujed Inaut ullah Hoſeiny.
N° 405. Sufdur Ally.
Under this Seal is written,
“ It is notoriouſly true.”
N° 406. Sujed Rehmut ullah.
Under this Seal is written,
“ In this there is no Doubt.”
N° 407. Durveiſh Ally.
Under this Seal is written,
“ Warren Haſtings Behadre was famous for the Diſpenſation of Juſtice, and the Protection of the People. We, during the Period of his Government, were ſatisfied, thankful, and at Eaſe.”
N° 408. Ghwolaum Muſſeech u Deen.
N° 409. Ghwolaum Mohummed.
N° 410. Sujed Mohib Ally Hoſeiny.
N° 411. Sheikh Ghwolaum Mohy u Deen.
N° 412. Abdahoo Burkut ullah.
N° 413. Wauris Ally.
Under this Seal is written,
“ In this there is no Deception.—I am a Rozenehdaur in the Sircar of Shahabad.”
N° 414. Sheikh Kurreem ullah.
N° 415. Kaumil Ally Wully.
N° 416. Sujed Nuzur Ally.
Under this Seal is written,
“ The Contents are notoriouſly true.”
N° 417. Shah Fuzl Ally.
N° 418. Bundeh Durgahy.
Under this Seal is wrirten,
“ It is notoriouſly true.—I am the Naib Khaunſamann of the Nizamut in the Soubah of Bahar.”
N° 419. Khaujeh Jummaul, the Son of Hoſein Bokſh.
N° 420. Sujed Mahummed Aſlem.
Under this Seal is written,
“ The Juſtice of Mr. Haſtings Behadre, and Protection of the Poor, are as clear as the Sun.”
N° 421. Shah Meer Butchoo.
Under this Seal is written,
“ As a juſt Man he was without his like.”
N° 422. Durveiſh Ally.
Under this Seal is written,
“ I am Manager of Affairs for the Family of Meer Mohummud Humaum, who was the Son of Meer Mohummud Imaum Behary.”
N° 423. Mohummud Ally.
N° 424. Doau Ullah.
N° 425. Darriſh Ally.
Under this Seal is written,
“ It is true, that Mr. Haſtings Behadre was fit for Government, and for the Diſpenſation of Juſtice.—We were ſatisfied with and thankful to him.”

N° 426. Meer Shurruff u Deen Hoſeiny.

Under this Seal is written,

" I, Meer Shuruff u Deen, am the Brother of Meer Afzul, the Uncle of Meer " Aſhruff, an Inhabitant of Patna, and a Dependant of the Engliſh Company " Behadre. From the Juſtice of Mr. Haſtings, his Protection of the People, " and his excellent Conduct towards them, the People of other Countries de" ſired, as for Example, thoſe of Caſhmeer lift up their Hands in Prayer that " God would make the Engliſh Government the Lot of their Country.—Many " People delivered Petitions to him."

N° 427. Sujed Nujjef.

N° 428. Sujed Waurzullah Hoſeiny.

Under this Seal is written,

" The Son of Meer Noor u Deen, deceaſed.—I ſwear by the God of Kauba, that " during the Time of Mr. Haſtings I never ſuffered any Hardſhip."

N° 429. Nuſſur ullah.

Under this Seal is written,

" It is true."

N° 430. Mohummed Ally.

N° 431. Meer Noor ullah.

Under this Seal is written,

" It is true."

N° 432. Khaujeh Mohummed Muhſoot.

Under this Seal is written,

" It is notoriouſly true.

" There is no Doubt or Queſtion.—The Gomaſtah of Khaujeh Summy."

N° 433. Niſſaur Ally.

Under this Seal is written,

" It is notoriouſly true."

N° 434. Ruffee u Deen Hoſein.

Under this Seal is written,

" In this there is no Deception."

N° 435. Loll Mohummed.

N° 436. Ghowlaum Ghous.

N° 437. Bundeh Durgah Ghwolaum Kutteb.

N° 438. Behadre Ally.

Under this Seal is written,

" It is ſtrictly true."

N° 439. Abdahoo Mohummed Rumzanny.

N° 440. Mohummed Rouſham.

Under this Seal is written,

" Mr. Haſtings was a juſt and equitable Man."

N° 441. Sheikh Tauj u Deen.

Under this Seal is written,

" It is ſtrictly true that Mr. Haſtings was a Man of Juſtice, and that I am greatly " diſtreſſed by his Departure."

N° 442. Meer Sujed Ally.

Under this Seal is written,

" Mr. Haſtings Behadre, in the Buſineſs of protecting the People, was a Ruler " without an Equal."

N° 443. Khajeh Nyam ullah.

" Without Doubt or Queſtion he was a Man of Juſtice."

N° 444. Tahir Ally.

Rajahs and Roys, and Zemeendars and Civil Officers, and other Perſons of Rank, being Hindoos.

N° 445. Intizaun ul Molk Maha Rajah Kullean Sing Behadre Tehhoower Jung.

N° 446. Rajah Bowanny Sing Behadre.

N° 447. Roy Bunwaury Loll.

Under this Seal is written,

" I am the Nephew of Maha Rajah Ram Narain Behadre, and of the Maha Rajah " Deerey Narain Behadre, Subahdars of the Soubah of Bahar. From the noble " Generoſity and the Princely Munificence of the Governor Mr. Haſtings " Behadre, I with great Gratitude continued in the Management of the Affairs " of my ſaid Two honoured Relations, and in the Adminiſtration of Patna."

N° 448. Rajah Buſſunt Ram.
Under this Seal is written,
"The Manager and Repreſentative, on the Part of Maha Rajah Narrain Behadre,
"the Sobehdar of the Sobeh of Azemabad, commonly called The Sobeh of
"Bahar, am very greatly ſatisfied with, and thankful to Mr. Haſtings for his
"good Conduct."

N° 449. Roy Sook Loll.
Under this Seal is written,
"The Nephew of Maha Rajah Ramnarain Behadre, deceaſed, the Soubehdar of
"the Soubah of Azemabad, commonly called The Soubah of Bahar."

N° 450. Gunga Perſaud.
Under this Seal is written,
"The Seal of the Brother of Rajah Buſſunt Roy."

N° 451. Hurry Sing.
Under this Seal is written,
"A Relation of the Rajah Buſſunt Ram Saheb."

N° 452. Zorauwur Sing.
Under this Seal is written,
"A Relation of the Rajah Buſſunt Ram Saheb."

N° 453. . . . . . . Sing.
Under this Seal is written,
"The Son-in-Law of Roy Mohun Loll."

N° 454. Himmut Behadre.
"The Grandſon of Rajah Moorly Dhur."

N° 455. Baboo Loll Sing Behadre.
Under this Seal is written,
"I the Well-wiſher of the Company, am the Nephew of Rajah Moorley Dhor,
"the ancient Hircarrah of the Soubah of Azemabad."

N° 456. Shittaub Roy.
Under this Seal is written,
"The hereditary Dewan of the Maha Rajah Druj Narrain Behadre, Soubehdar of
"Azemabad."

N° 457. Purſud Roy.

N° 458. Roy Ram Sahoy.
Under this Seal is written,
"The Son of Rajah Noubur Roy, deceaſed, the Soubehdar of the Soubah of Bahar,
"commonly called Azemabad."

N° 459. Nadir Bokſh Choudry.
Under this Seal is written,
"A Chowdry of Azemabad."

N° 460. Denanaut.
Under this Seal is written,
"Deenanaut, the Vakeel of Maha Rajah Ruttun Behadre Shah, the Rajah of Neepaul."

N° 461. Surrup Narain.
Under this Seal is written,
"The Signature and Seal of Baboo Surup Narain Sing, Choudry of Sircar Sarung,
"in the Sobeh of Bahar."

N° 462. Roy Bowany Sahoy.
Under this Seal is written,
"In this there is no Deception."

N° 463. Rajah Beer Koonwur Sing.
Under this Seal is written,
"Rajah Beer Koonwur Sing, the Rajah of Sircar Chicumpautun, in the Soubah of
"Bahar."

N° 464. Surrupjeet Sing.
Under this Seal is written,
"The Signature and Seal of Surrujeet Sing, the Choudry of the Purgunnah of
"Surriſah, in the Sircar of Hajee Poor, in the Soubeh of Bahar."

N° 465. Rajah Bikhramajeet Sing.
Under this Seal is written,
"The Signature of the Rajah of Sircar Showabad, in the Soubeh of Bahar."

N° 466. Biſhun Naut Roy.
N° 467. Mahtâb Roy.
N° 468. Diânat Roy.
N° 469. Roy Ram Churn.
N° 470. Atchunt Roy.
Under this Seal is written,
"It is ſtrictly true that Mr. Haſtings was a juſt Man, and a Protector of the
"People."

N° 471. Nowbut Roy.
Under this Seal is written,
“ I Noubut Roy, the Vakeel of Sujed Ghwolaun Hoſein Khaun Behadre, know
“ that there is no Doubt or Queſtion as to the Juſtice of Mr. Haſtings, his Protection
“ of the People, or his Humanity to all Mankind. My Conſtituent with
“ a thouſand Tongues beſtows Praiſes on the Government of Mr. Haſtings, and
“ his Protection of the People. My Conſtituent is entirely ſatiſfied with Mr.
“ Haſtings, and prays for his Welfare. My Conſtituent is now reſiding at Hoſeinabad,
“ the Place of his Ultumghaw; were he here, his Seal would be
“ affixed to this Paper.”

N° 472. Hirdeal Doſs.
Under his Seal is written,
“ Hirdeall Doſs, Owner of the Village Ahooneh, in the Pergunnah of Beewung.—
“ Mr. Haſtings's Service of the Country, his Protection of the People, and his
“ Endowments as a Ruler, are well known.”

N° 473. Jey Perſaud.
Under this Seal is written,
“ Jey Perſaud, the humbleſt of God's Servants, am the Owner of the Village of
“ Pryjooneh, in the Purgunnah of Ghyaug Poor.—It is clearer than the Sun
“ that all Men were ſatiſfied and thankful during Mr. Haſtings's Adminiſtration,
“ and I above all Men.”

N° 474. Maha Rajah Adout Chund.

N° 475. Juggernaut Sahoy Bohore Sing Roy.
Under this Seal is written,
“ It is palpably true that no Man can be offended with a Perſon of ſo much Juſtice.”

N° 476. The Signature of Choudry Behary Loll, of the Purgunnah of Haveyley Azeemabad.
“ During the Adminiſtration of Mr. Haſtings, we were ſatiſfied and happy.”

N° 477. Aſaulet Roy.
Under this Seal is written,
“ The Seal of the Son of the Rajah Sadooram.—Mr. Haſtings was a juſt Man
“ and a Protector of the People.”

N° 478. Mahtaub Roy.
Under this Seal is written,
“ It is notoriouſly true.”

N° 479. Cheit Roy Tehwuckooly.
Under this Seal is written,
“ Surriſtehdaur of the Pay Office and of the Intelligence Offices of the Soubah of
“ Bahar.—What is written in the Body of this Paper is true.”

N° 480. Sullaumut Roy Tehwuckooly.

N° 481. Munſook Roy.

N° 482. Chein Sing.
Under this Seal is written,
“ Chein Sing, the Gomaſtah of the Choudry of Haveyley Azeemabad, bears
“ Teſtimony.”

N° 483. Narain Sing Keyry Wauleh.

N° 484. Doorga Sahoy Heereeh Loll.
Under this Seal is written,
“ The hereditary Mohſuddy of the Dewry of the Sircar of Mahah Rajah Ram
“ Narain Behadre.”

N° 485. Hunnomaun Sahoy Bukhtawur Sing.
Under this Seal is written,
“ The Vakeel of Rajah Buſſunt Ram Sahib.”

N° 486. Moujy Loll.
Under this Seal is written,
“ A Servant of the Rajah Buſſunt Ram Sahib.”

N° 487. Shew Perſaud.
Under this Seal is written,
“ Sheo Perſaud, a Mohhſuddy of the Nawob Mehdy Ally Khaun Behadre, the
“ Naib of the Soubah of Azeemabad.”

N° 488. Jungy Loll.
Under this Seal is written,
“ Jungy Loll, the hereditary Moonſhy for the Nizamut of the Soubeh of Bahar.”

N° 489. Hurdiaul Sing.

N° 490. Muddun Gopaul Keidhoo Loll.
Under this Seal is written,
“ An Inhabitant of Patna, and the Naib of the Vakeel of the Dutch Factory.”

N° 491. Hunſray.
Under this Seal is written,
“ An Inhabitant of Patna, and the Vakeel of the Dutch Factory.”

N° 492. Surdaur Sing.
Under this Seal is written,
"The Seal of the Moonſhy of the Cuſtom Houſe at Patna."
N° 493. Hur Churn.
N° 494. Auſy Ram Loll.
Under this Seal is written,
"The Vakeel of Baboo Surrupnarrain Sing."
N° 495. Khooſhall Ram.
N° 496. Chein Loll.
N° 497. Jou Loll.
Under this Seal is written,
"The Seal of Jou Loll, the Moteſuddy of Rajah Bickra Majeit Sing, the Rajah "of Shawabad."
N° 498. Oomrou Sing.
Under this Seal is written,
"A Writer of the Cuſtom Houſe."
N° 499. Jey Gopaul Sing.
Under this Seal is written,
"The Son of Lalla Biſhurn Sing.—Whatever is written in the Body of this Paper, "is free from all Doubt."
N° 500. Mendoo Loll.
Under this Seal is written,
"The Nephew of Lala Huns Ranj, the Vakeel of the Dutch Factory, and an "Inhabitant of Patna."
N° 501. Gunga Ram.
Under this Seal is written,
"In this there is no Deception."
N° 502. Birj Behary.
N° 503. Hirdew Roy.
N° 504. Buſſawunt Loll,
"The Son of Moonſhey Roonwaur Sing, dece^d."
"It is notoriouſly true."
N° 505. Seinaput Buſſunt Ram.
N° 506. Luchmy Narrain.
N° 507. Rada Kiſhun.
N° 508. Abdahoo Buktawaur Sing.
N° 509. Itcha Sing.
N° 510. Oomrow Sing.
N° 511. Chuny Loll.
N° 512. Sheo Sahoy Goer Dial.
N° 513. Jugger Naut.
N° 514. Boot Kiſhurn.
N° 515. Buſty Ram.
N° 516. Behadre Sing.
N° 517. Naunuck Goroo Shahoy Biſhun Sing.
N° 518. Derk Paul.
N° 519. Himmut Sing.
Under this Seal is written,
"In upright Counſels and in perfect Wiſdom Mr. Haſtings was in Truth a Man "of Juſtice, and a Protector of the People."
N° 520. Ram Diaul Sing, the Uncle of Sadoo Ram.
N° 521. Nubkiſhore, the Son of Peim Chund.
"It is notoriouſly true."
N° 522. Cauſy Naut.
N° 523. Sheywuck Ram.
N° 524. Madhoo Surrun Roy.
Under this Seal is written,
"He was a juſt Man."
N° 525. Ram Perſaud Roy.
Under this Seal is written,
"Mr. Haſtings was a Gift of God in his Mercy to Mankind.—I ſuffered no "Hardſhip."
N° 526. Ram Chund Sahoy Gopaul Chund.
N° 527. Munnear Sing bears Teſtimony, without Doubt or Queſtion he was a juſt Man.
N° 528. Kiſhurn Sahoy.
Under this Seal is written,
"It is notoriouſly true."

N° 529. Gowry Sunker Sahoy.
N° 530. Juggernaut.
N° 531. Goor Govind Sahoy Goorpersaud Sing.
Under this Seal is written,
" It is notoriouſly true."
N° 532. Jaggernaut.
N° 533. Joomuck Loll.
N° 534. Sey Loll Goor Sahoy.
N° 535. Jeywahir Mull.
" It is notoriouſly true."
N° 536. Ram Sing.
N° 537. Beneram.
Under this Seal is written,
" It is ſtrictly true, Mr. Haſtings was a juſt Man, and the People are greatly
" concerned at his Departure."

BANKERS and MERCHANTS.

N° 538. Ram Chund Ager Waulah.
N° 539. Caun Chund Ager Waulah.
N° 540. Bughwaun Doſs, Jeweller.
N° 541. Jey Chund.
N° 542. Gunſaum Doſs and Biſhun Doſs, Chief of the Druggiſts.
N° 543. Reya Doſs.
N° 544. Hur Shewuck Ager Waullah.
N° 545. Tehjoo Sah.
N° 546. Dhomy Sah, Jeweller.
N° 547. Mooda, the Choudry of the Shroffs.
N° 548. Baboo Sah.
N° 549. Mooty Loll.
Under this Seal is written.
" Mooty Loll, the hereditary Treaſurer of the Soubeh of Bahar.—Whatever is
" written in the Perſian Character in this Paper is true."
N° 550. Sukty Ram and Nuffy Chund.
N° 551. Bowany Doſs.
N° 552. Coſhall Chund Choudrie.
N° 553. Munnoo Sing, the Gomaſtah of the Chowdry of the Cloth Merchants.
N° 554. Bughut Ram, and Bowany Doſs.
N° 555. Bowanny Doſs, and Gunneis Doſs.
N° 556. Bolonaut Ager Wauleh.
N° 557. Golaub Roy and Caſſinaut.
N° 558. Gewaul Doſs and Chutter Boſe Doſs.
N° 559. Sumboonaut.
N° 560. Kiſhurn Doſs.
N° 561. Kookum Chund, Jeweller.
N° 562. Jewun Chund, Jeweller.
N° 563. Mooty Sahoo, Jeweller.
N° 564. Hurry Sing Ager Walauh.
N° 565. Neik Mull.
N° 566. Heem Rauj and Maunick Chund.
N° 567. Bolonaut and Sham Loll, and Munſooram.
N° 568. Chummum Loll, and Kiſhurn Doſs.
N° 569. Kiſhun Ram, and Bowanny Perſaud.
N° 570. Surubſoop, and Incharam.
N° 571. Nunperſaud.
N° 572. Tirbowun Doſs.
N° 573. Buſſunt Ram.
N° 574. Praan Sook.
N° 575. Bolonaut.
N° 576. Ruttun Chund.
N° 577. Jey Kiſhun Doſs.
N° 578. Huitch Chund.
N° 579. Ram Kiſhun.
N° 580. Noul Chund.
N° 581. Hufry Maun.
N° 582. Mahrah Choudry, by the Pen of Bekauye Choudry.
N° 583. Bolonaut.

N° 584. Dodun Choudry, by the Pen of Kewul.
N° 585. Gocul Chund Cloth.
N° 586. Jewun Doſs, Cloth Merchant.
N° 587. Meetoo Loil Ager Waleh.
N° 588. Loll Jee Paundy.
N° 589. Biſhun Naut.
N° 590. Sah Mul.
N° 591. Jey Kiſhun Doſs.
N° 592. Ram Perſaud.
N° 593. Soom Chund.
N° 594. Bowanny Doſs.
N° 595. Putney Mull.
N° 596. Sohun Mull, Cloth Merchant.
N° 597. Dewarkaw Doſs.
N° 598. Burrull, Cloth Merchant.
N° 599. Suddaunund Miſſer, Cloth Merchant.
N° 600. Mohtraw Doſs, Cloth Merchant.
N° 601. Ram Sahoy, Cloth Merchant.
N° 602. Bijenaut.
N° 603. Doomun Sing, Cloth Merchant.
N° 604. Cheh Coury Mull.
N° 605. Cholauſy Mull.
N° 606. Sheik Shoker ullah.
N° 607. Setaram.
N° 608. Nundram, Cloth Merchant.
N° 609. Fukkeer Chund.
N° 610. Chuny Loll.
N° 611. Loll Jee, Cloth Merchant.

Beſides the above, there are a few Seals which are neither numbered or tranſlated, the Impreſſion being illegible.

A true Tranſlation.
(Signed) G. F. CHERRY.
D. P. T.

True Copies.
E. Hay,
Secʸ to the Gov.

To Edward Hay, Eſquire, Secretary to the Government.

Sir,

In my Letter of Yeſterday's Date, accompanying further Addreſſes relative to Mr. Haſtings, in order to preſerve the Liſt of them regular, I inſerted under the Letter Z. an Addreſs from the Inhabitants of Patna, with Tranſlation, which was not completed, the Names to it not being made into Engliſh.—The Tranſlation of them is now in Hand; but from the Number, and confuſed Order of the Seals and Signatures annexed to it, I ſhall not be able to prepare it to fill the Place allotted for it in the above-mentioned Letter, to go by the Packet of the William Pitt; I therefore requeſt you will annex this Letter to that of Yeſterday's Date, in order to explain the Cauſe that the Patna Addreſs does not accompany according to the Liſt, and that it may be deferred until the next Diſpatch to England.

I am, Sir,
Your obedient Servant,
G. F. CHERRY,
D. P. Trans.

Calcutta,
5th Nov 1788.

N° 17. Copy Letter from the Collector of Dinagepore, dated 13th October; with a Tranſlation of a Perſian Paper tranſmitted by him.

Edward Hay, Eſquire, Secretary to the Government.

Sir,

At the Requeſt of the Vakeel of the Zemindars and Talookdars in this Diſtrict, I tranſmit you the accompanying Perſian Paper, containing Teſtimonies relative to Mr. Haſtings.

I am, Sir,
Your moſt obedient humble Servant,
(Signed) G. HATCH,
Coll Dinagepore.

Dinagepore,
October 13th, 1788.

A true Copy.
E. Hay, Secʸ to the Gov.

Paper tranſmitted by the Collector of Dinagepore: Received 19th October 1788, and tranſlated, purſuant to an Order from the Governor General in Council, dated 27th April 1788.

We, the Zemindars, Chowdries, and Talookdars of Pergunnah Selberres, &c. Diſtricts appertaining to the Zellah of Dinagepore, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings; poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England. That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlements and Fraud; and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him, nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all; he deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppreſſors by his Juſtice, and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion and of the Duties of our Sects, and guarded the Religious Cuſtoms of each from the Effects of Misfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Signatures to this Addreſs.

Golaum Sultaun Hoſſeeny, Zemindar of 8 Annas Diviſion of Purgunnah Selberris.
Seidzeal ul Dien, Zemindar of 8 Annas Diviſion of Pergunnah Selberris; and,
Seed Akbar Hoſſein Hoſery Kiſhennarain, Zemindar of Pergunnah Barrickpore.
Gowry Perſaud Roy, Zemindar of Pergunnah Kabelpore.
Coſſinaut, Zemindar of 2 Annas Diviſion of Pergunnah Bepuckpore.
Gunga Luckinarian Serma, Talookdar of 8 Annas Diviſion of Terriff Kurrye.
Gopaul Kiſiowr Suma, Talookdar of 8 Annas Diviſion of Terriff Gurry.
Seid Mahomed Hoſſein, Grandſon of Sied Aboo Toraab, of Terriff Bahar.
Hurram Serma, Talookdar of 12 Annas Diviſion of Terriff Ihakur; and
Seam Kiſurer Serma, Nephew of the above, Talookdar of 5 Annas Diviſion.
Rooderram Serma, Talookdar of 4 Annas Diviſion of Ihakur.
Aſſud Zemaun Hoſſung, Talookdar of Terriff Bawgunge.
Sied Rumer ul Dien, Grandſon of Sied Nujub, Talookdar of Terriff.
Collea Perſaud Serma, Talookdar of Kiſmut Selberris, and Colly Chunder Serma.
Radachurn Doſs, and Gopichurn Doſs, Sied Akel, and Sied Imaun Bukſt, Talookdar of Terriff Kiſhenpoor.
Rada Kiſhen Serma, Talookdar of Terriff Bogola, and Colly Caunt Serma.
Ragoo Ramiſſer Chowdry, Talookdar of Terriff Broho Burrutpoor.
Hurkiſhwur Doſs, Cauſſinaut Doſs, and Pretain Doſs Dullol.
Govind Ghoſe, Talookdar of Terriff Putaubpore.
Rooder Caunt Roy, Zemindar of Pergunnah Chounge.
Ojodea Ram Serma, Brother of Ramſunker Serma, Chowdry of Kiſmut, of Pergunnah Chorane.
Sree Ram, Chowdry of Pergunnah Dattia, and Gerry Suſlidhur Chowdry.
Collea Perſaud Roy, Chowdry of Duttia, Jahangeerpoor, and Luckiram Chowdry.
Bridge Dollol Ghoſe, of Kiſmut Pergunnah Barrackpoor.
Mahomed Hoſſein Chowdry, and Naundhur Cawn Chowdry, of Kiſmut Pergunnah Barrickpore.
Shed Churn Chowdry, and Ragoonaut Chowdry, of Kiſmut Pergunnahs Barrickpore.
Nund Kiſhw'ur Chowdry, and Ram Caunt Chowdry, of Kiſmut Pergunnah Barrickpore.
Jynarain Serma, and Kiſhen Serma, of Kiſmut Pergunnah Barrickpore.
Chundernarain Sing, and Colla Clawn Sing of Hurpertaub, of Kiſmut Pergunnah Barrickpoor.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Secr^{y} to the Gov^{t}.

N° 18. Tranſlations of the Perſian Addreſſes from the Rajah of Burdwan, and Zemindars of the 24 Pergunnahs, and from Pundits of the 24 Pergunnahs, preſented by their Vackeels.

ff.

Paper delivered by the Vakeel on the Part of the Rajah of Burdwan, and the Zemindars of the 24 Pergunnahs, and tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788.

Petition, under the Signature of Rajah Mullic, Vakeel, on the Part of the Rajah of Burdwan, Radachurn Roy, &c. Zemindar of the 24 Pergunnahs.

The Maha Rajah Dherage Teez Chund Behader, Zemindar of Purgunnah Burdwan, &c. has tranſmitted an Addreſs relative to Mr. Haſtings, under his own Seal, and the Signatures in Bengaleſe of 157 Zemindars in the 24 Pergunnahs, with a Copy thereof, authenticated by the Cauzy; and another Addreſs from the Pundits of the 24 Pergunnahs, written in the Shanſcrit Language, with a Perſian Tranſlation of it, in order that they may be ſent to Europe; and hopes that your Lordſhip will be pleaſed to order them to be tranſlated, and tranſmit the Original and Tranſlation to England.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T.

A true Copy.
E. Hay,
Secr^y to the Fort.

ff.

Under the Seal of Maha Rajah Dherage Teezhund Behader, Zemindar of Pergunnah Burdwan, &c. and the Signatures of the Choudries and Talookdars of the 24 Pergunnahs, as under written.

We, who are the Zemindars of Pergunnah Burdwan, &c. and the Choudries and Talookdars of the 24 Pergunnahs, as the Inhabitants reſiding in the Country appertaining to the Company's Dewanny, whereof the Hindoo Religion, or Followers of Mahomed, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country: Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſeworthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and, by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of Gentlemen in England: That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us, and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all; he deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppreſſors by his Juſtice; and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guarded the Religious Cuſtoms of each from the Effects of Misfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Seal of Maha Rajah Dherage Fez Chund Behadre, Zemindar of Burdwan.

The Signatures of the Choudries, &c. of 24 Pergunnahs.

Sunloſe Serma,
Nundloll Serma,
Ragobinder Serma,
Radachurn Serma,
Collyperſaud Serma,
Ram Ram Serma,
Setaram Serma,
Bulbudder Serma,
Kullean Serma,
Monnohur Roy,
Ramjewun Roy,
Siam Roy,
Joram Roy,
Satoo Roy,
Soonarain Roy,
Satoo Roy, Ramnarain Roy, and Badachurn Roy,
Nurſingded Roy,
Ramkiſhen Roy,
Hurnarain Roy,
Monohur Roy,
Shobaram Dey,
Sunker Mozendar,
Ramjewun Roy,
Colly Sunker Roy,
Durgaperſaud Roy,
Juggul Ram Roy,
Setaram Roy,
Luchmynarain Roy,
Ram Caunt Boſe,
Radakiſhen Boſe,
Rodge Bullub Roy,
Juggut Ram Roy,
Durpnarain Roy,
Rammohun Roy,
Kiſhen Kinker Serma,
Bhowanny Churn Boſe,
Ram Gopaul Roy,
Deby Bhowanny Boſe,
Chundichurn Roy,
Radachurn Ghoſe,
Rambullub Dey,
Gopemohun Ghoſe,
Rajahram Roy,
Gudadhur Chowdry,
Colly Perſaud Chowdry,
Ram Lochun Chowdry,
Ragoram Roy,
Bidda Dhur and Ram Reſſo Chowdry,
Modun Mohun Takoor,
Ram Chunder Roy,
Chuckoo Hurr,
Sunker Mozemdar,
Mullick abdul Wahed,
Tilluck Chund Roy,
Manic Chund Roy,
Ramtunnoo Serma,
Ram Ram Takoor,
Bridge Loll,
Rullicaunt Roy,
Munnohur Miſſer,
Imaud ul Dien Chowdry,
Ram Ram Chuckerbutty,

Durpnarain Roy,
Ram Lochun,
Sunker Chuckerbutty,
Rajah Ram Serma,
Seoperſaud Serma,
Anunt Ram Roy,
Gopimohun Deb,
Ram Sunder Deb,
Hurris Ram Roy,
Bhowanny Churn Roy,
Kewal Ram Roy,
Shree Ram Roy,
Goury Churn Roy,
Inder Mohun Roy,
Paurbutty Churn Roy,
Ragoram Roy,
Oby Mohun Doſs,
Jynarain Doſs,
Sellaheddein Mahomed Khan,
Beebe Hybe,
Roopnarain Ghoſe,
Ramchunder Kurr,
Peraun Mozemdar,
Ramded Doſs,
Ramſurren Dutt,
Kerparam Dutt,
Rama Caunt Ghoſe,
Ramnarain Metre,
Mudhoo Sudan Serma,
Khajah Petroos,
Kiſhen Churn,
Kiſhended Luſker,
Bulram Roy,
Hurchunder Ghoſe,
Mudden Metre,
Nurſing Doſs,
Rajah Ram Roy, and Ramkiſhen Roy,
Kiſhen Churn Roy,
Nund Kiſher Serma,
Byjoram Chukerbutty, and Anund Ram Chuckerbutty,
Odye Narain Roy,
Kiſhen Ram Roy,
Monnohur Chuckerbutty,
Bhoobneſſer Metre,
Ragonaut Kurr,
Ram Chund Roy,
Hurry Deb Serma,
Monnohur Mozemdar,
Ramdeb Deb,
Ram Kiſhen Dutt,
Ojoodea Ram Dutt,
Rajah Ram Mozendar,
Ram Dutt,
Faazul Dein,
Suntoſe Serma,
Bunwarry,
Juggut Ram Serma,
Ram Bhudder Serma,
Sedeſſer Serma,
Douny Dulloll Serma,
Ruttneſſer Metre,
Ramdeo Doſs,

Govind Biſwas,
Ramjewun Ghoſe,
Gocul Chunder Metre,
Sundees Sein,
Chowra Money Dutt,
Shaw Hoſſein Ulla,
Ram Roy, and Ramſurren Roy,
Kewul Ram Roy,
Ramkiſhwur Roy,
Deby Churn Roy,
Gocul Chunder Goſſein,
Kiſhen Chunder Goſſein,
Srada Seam, and Bowanund Mohun Goſſein,
Chunder Seker Metre,
Nundram Ghoſe,
Shobaram Boſe,
Hulloo Serma,
Ram Churn Roy,
Ramma Caunt Roy,
Kiſhen Poddar,
Loll Beharry Serma,
Kiſhen Deb Serma,
Nubby Caazy,
Seteram Mozendar,
Roſſamind Holdar,
Ramanund Serma,
Ram Ram Serma,
Sookdeo Serma,
Nurrender Muſtify,
Ramnund Opadea,
Hurriſchunder Deb,
Gopimohun Deb.

A true Tranſlation.

(Signed) G. F. CHERRY,
D. P. Tr.

gg.

Addreſs from the Pundits of the 24 Pergunnahs.

Under the Signatures as under written.

Mr. Haſtings's Diſpoſition was adorned with the Jewel of Patience, Firmneſs, Clemency, and Courage, great Complacency and Politeneſs. He enlightened the World by the Brightneſs of his Conduct, the Praiſes of which are ſung by all learned Men. The Miniſters of England, on the Suſpicion that Mr. Haſtings took Money by Force and Deceit from the Natives of this Country, and ruined the Country, are diſpleaſed with him;—We, Inhabitants of the Country under the Company's Dominions, having heard this, in order to remove this Reflection on him, who adminiſtered Juſtice, and to wipe away the Cloud from the Minds of the People of England, repreſent the good Conduct he followed:—That in regard to Inhabitants of this Country, of high, middling, and low, all the three Degrees, he maintained them in the enlightening Roads of Religion, and cheriſhed them with Parental Kindneſs, without Self-Intereſt. He raiſed the Credit of Tutors and Students in every Learning, by treating with Reſpect every Branch according to its Inſtructions and Science; and from having been long reſident in this Country, he was well acquainted with the Nature of the Government of it. During his Adminiſtration in this Kingdom, the whole World felt no Uneaſineſs or Adverſity, preſerved the beaten Track of their Concerns, and lived in Peace.—This was the Caſe with every one.

The Signatures to this Addreſs.

Bydonaut Serma, of Munjilpore,
Bulram Serma,
Bridge Kiſwur Serma, of Barryſa,
Aununderam Serma, of Barryſa,
Bhowanny Churn Serma, of Barryſa,
Ramdololl Serma, of Barryſa,
Ramlochun Serma, of Barryſa,
Ramneedy Serma, of Barryſa,
Cowla Caunt Serma, of Barryſa,
Sumboonaut Serma,
Deby Churn Serma,
Setaram Serma,
Ramchurn Serma,
Ramrooder Serma,
Nundkiſwur Serma, of Collygaut,
Rajoram Serma,
Anuntram Serma, of Munjilpore,
Ajoodearam Serma,
Gunganarain Serma,
Luckenarain Serma,
Ram Ram Serma,
Atmaram Serma, of Munjilpore,
Ramſudes Serma, of Munjilpore,
Coſſinaut Serma, of Munjilpore,
Guddadhur Serma, of Futty Godda.

A true Tranſlation.
(Signed) G. F. CHERRY.
D. P. Tr.

True Copies.
E. Hay,
Secy to the Fort.

N° 19. Tranſlations of Perſian Addreſſes from the Rajah of Jeſſore, Mahmedſhey, &c. from the Zemindar, &c. of that Diviſion, and preſented by their Vackeel.

Papers delivered by the Vakeels on the Part of the Zemindar of Pergunnah Jeſſore, Mamond Shahy, &c. and tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788.

Petition from the Vakeels of the Zemindars of Jeſſore and Mahmond Shahy.

An Addreſs relative to Mr. Haſtings, under the Signature of Serrikaunt Roy, Zemindar of Pergunnah Jeſſore, &c. and one under the Seals and Signatures of the Choudries of Mohmoud Shahy, and the Talookdars of Zellah Jeſſore, with Copies thereof, having been tranſmitted to the Preſence, we hope that they may be tranſlated by Order of Government, and the Tranſlation and Original forwarded to Europe.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Fort.

Under the Signature of the Serrikaunt Roy, Zemindar of Pergunnah Joſeeſpore, &c.

I have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England. That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have always been guarded in Quiet from Attack by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to us all. He deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppreſſors by his Juſtice; and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace: We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guarded the Religious Cuſtoms of each from the Effects of Misfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Fort.

Under the Seals and Signatures of the Zemindars, Chowdries, and Talookdars of the Mehals of Mahmond Shahy and Zillah Jeſſore.

We Zemindars, Chowdries, and Talookdars of the Mahls of Mahmond Shahy and Zellah Jeſſore, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting

Facts remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England. That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to us all. He deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppreſſors by his Juſtice; and by his Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guarded the Religious Cuſtoms of each from the Effects of Misfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Seals and Signatures to this Addreſs.

Rajah Mohinder Sunker, Zemindar of 12 A^{s} 16 G^{s} Diviſion of Pergunnah Mahomed Shahy, &c.
Govind Deo, Zemindar of 3 A^{s} 4 G^{s} Diviſion of Pergunnah Mahomed Shahy.
Selaheddeen Mahomed Khan, Zemindar of Pergunnah Siedpoor.
Kiſhen Sing Roy, &c. Chowdries of Pergunnah Hoglah, written by their Vakeel Sermaun Dutt.
Hurrynarain Goſaul, Talookdar of Chorooba Madodea, written by their Vakeel Datteram Doſs.
Coſſinaut Dutt, Talookdar Pergunnah Sultaunpoor Kunea, written by his Vakeel Ramſunker Boſe.
Kiſhen Deo Roy, &c. Talookdar of Terf Rajepoor, written by Seheſſeramdeo Vakeel.
Delyperſaud Roy, of Pergunnah Ameerabad, written by his Vakeel Ramlochun Metre.
Punchund Choudry, Ramchum Choudry, and Dergaperſaud Choudry, Talookdar of Kiſmut Pergunnah Amerpore, written by their Vakeel Rajekiſhurn Multick.
Rodge Chund Muſtofy and Byjoram Muſtofy of Kiſmut Purgunnah Kooſdah, written by their Vakeel Rajekuſhurn Mullick.
Bodyepaye Bhyrochund Roy, Talookdar of Kiſmut Purgunnah Talook, written by his Vakeel Neel Caunt Serma.
Baniſſer and Ramſunder Sirma, Chowdries of Kiſmut Purgunnah Sultaunpoor, written by his Seduſhib Sirma Vakeel.
Bauſdeo Serma Choudry, &c. of Kiſmut Purgunnah Sultaunpoor, written by Peraunchund Serma Choudry.
Sobachund Serma Chowdry of Kiſmut Purgunnah Myhatty Augurpara, written by Ramſhun Serma Vakeel.
Ramkiſhen Roy, Choudry of Kiſmut Purgunnah Serfrajepoor and Vajetpoor, written by Ramſhun Vakeel.
Gunganarrain Roy, Choudry of Kiſmut Purgunnah Agurpara, &c. written by Rammohun Vakeel.
Piraun Kinker, Chowdry of Pergunnah Muggypoor.
Hurnarrain Roy, Choudry of Kiſmut Pergunnah Augurpore, &c. written by Rammohun Serma Vakeel.
Sreenaut Roy, Talookdar of Mouza Bhalbarea, &c. written by Rammohun Serma Vakeel.
Bodyepaye Mohiz Chund Roy, Talookdar of Pergunnah Pyhehatty and Degdauna Hoſſeinpore, written by Cowla Caunt Serma Vakeel.
Neibkiſshurn Muſtofy and Brindubund Chund Boſe, Talookdars of Kiſmut Pergunnah Hevally Ketjuclabad, written by Ram Chunder Goſt Vakeel.
Puddum Lochun Muſtofy, Talookdar of Kiſmut Pergunnah Jaumeyra, and Govindram Boſe, Talookdar of Ditto, written by Rodgender Goſt.
Kiſſo Roy, Talookdar of Pergunnah Tollibpoor, written by Sedda Seo Metre Vakeel.
Ram Chund Roy, Talookdar of Purgunnah Tocklapoor, written by Sedda Seo Vakeel.
Govind Chund Boſe, Talookdar of Kiſmut Pergunnah Havelly, written by Kewalrauchund Vakeel.

Ram Govind Roy, &c. Chowdries of Pergunnah Havelly Kelphutabab, written by Kewulram Chund Vakeel.

Bodyepaye Hurchund Roy, Talookdar of Mirzapoor.

Ram Chund, Chowdry of Mourza Sreenagur, written by Collychurn Serm Vakeel.

Ramchunder Bidda Luncar, Talookdar of Pergunnah Kilky; Ramjea Roy, Talookdar of Pergunnah Kilky.

Suntoſh Roy, Talookdar of Pergunnah Kilky, written by Ramjea Roy.

Punchanaud Sein, &c. Talookdars of Mouzah Bungong, &c. written by Baucharam Serma Vakeel.

Gocul Chund Metre, Talookdar of Kiſmut Pergunnah Serfrajepore, &c. appertaining to Myhatty, written by Biſſenhaut Boſe Vakeel.

Govind Perſaud, Choudry of Pergunnah Agurpara, written by Gungaram Boſe Vakeel.

Ram Lochun Ghoſe, Talookdar of Kiſmut Pergunnah Myhatty, written by Biſſenram Rucket Vakeel.

Bhowanny Churn Chowdry, Talookdar of Pergunnah Aumeerpore, written by Seheſſeramdo Vakeel.

Ram Ram Roy, Ramnaut Roy, Colly Sunker Roy, and Ramjewan Roy, Talookdars of Kiſmut Pergunnah Myhatty, written by Biſſenram Rucket Vackeel.

Rajah Ramlochun Roy, written by Ramneedy Boſe, Vakeel of Pergunnah Jahmeera, &c.

Ramtunnoo Dut, Talookdar of Murdydea, written by Ramſunker Boſe Vakeel.

Ram Chund Bhunge, Talookdar of Pergunnah Bridgepore, written by Gungeram Boſſe Vakeel.

Kiſhendoo Buttacharjea, Talookdar of Pergunnah Hilky.

Bhowany Churn, Talookdar of Pergunnah Hilkey.

Mohunjungul Roy, Talookdar of Pergunnah Hilkey.

Golucknaut Choudry, of Pergunnah Daumranna Mutofypoor, written by Ramſunder Boſe Vakeel.

Ram Caunt Bhoſe, Talookdar of Pergunnah Nazier Inactpoor, written by Tilluckchund Rada Vakeel.

Condorp Roy, of Pergunnah Govindpoor, written by Ramdea Vakeel.

Ramhurry Takoor, Talookdar of Pergunnah Myhatty, written by Beſſenram Ruckit Vakeel.

Perſaud Chund Choudry, of Kiſmut Pergunnah Bhalka, written by Juggernaut Chund Vakeel.

Ramhurry Bhunge, Talookdar of Kiſmut Pergunnah Baridpoor.

Ramanund Roy, Talookdar of Tuppa Bubbea, written by Rajekiſhurn Choudry.

Suntoſh Roy, Talookdar of Kiſmut Pergunnah Sultaunpoor, written by Biſſonaut Doſs Vakeel.

Shaam Sunder and Bydonoth Roy, Talookdar of Pergunnah Hilky.

Gopaul Sing, Talookdar of Pergunnah Hilkey.

Ramkinker Roy, Talookdar of Pergunnah Hilkey.

Hurranund Mokerjea, Talookdar of Kiſmut Pergunnah Bhalka, written by Ramſunder Ghoſe Vakeel.

Govindperſaud Goft, Talookdar of Mouzah Jameira, &c.

Manick Roy Serma, Choudry Pergunnah of Juddea and Juggernautpoor, written by Ramkiſhurn Serma Vakeel.

Ram Chunder Serma, Talookdar of Kiſmut Pergunnah Sedka.

Chundernarain Serma, Talookdar of Kiſmut Pergunnah Sedka.

Kiſhenjewun Serma, Talookdar of Kiſmut Pergunnah Sedka.

Surbanney Debbea, Talookdar of Kiſmut Pergunnah Sedka.

Nian Chund Dutt, Talookdar of Kiſmut Pergunnah Pykehotty, written by Ramlochurn Vakeel.

Concul Mokey, Zemindar of Kiſmut Pergunnah Serfrajepoor.

Hurry Kiſhen Roy, Zemindar of Kiſmut Pergunnah Serfrajepoor, written by Devnarain Dutt Vakeel.

Radanaut Roy, Zemindar of Kiſmut Pergunnah Serfrajepoor.

Chunder Money Choudry, Talookdar of Pergunnah Cottalea, written by Rambochun Metre Vakeel.

Ram Churn Serma, Talookdar of Pergunnah Havelly Shar, written by Biſſonaut Boſe Vakeel.

Jagernaut Bhunge, Collachaun Bhunge, and Ramlochun Bhunge, Talookdars of Kiſmut Pergunnah Bajedpoor, written by Ramſunder Ghoſe Vakeel.

Mahomed Ameer, Talookdar of Kiſmut Ruttfotry, Ram Chund Juttoo Opadea, Talookdar of Pergunnah Gheendurpoor, written by Kiſhechund Roy Vakeel.

Seo Bhyroperſaud Roy, Talookdar of Pergunnah Akondar.

Sunkur Ruttun Boſe, Talookdar of Cona Gotchy Nymoody, Talookdar of Buſſonſy, &c. and Cowul Serdy, &c.
Perſootum and Akinchund Serma, Talookdar of Rado Cauntpoor, &c. written by Kirkenarrain Vakeel.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Gov^{t}.

N° 20. Tranſlation of a Perſian Addreſs from the Rajah of Tannah Bahar, in Cooch Bahar, presented by his Vackeel.

Paper delivered by the Vackeel on the Part of the Rajah Hurrindernarrain, Rajah of Tannah Beyhar, &c. in Cooch Beyhar, and tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seals and Signatures as written.

I Rajah Hurrindernarain, Rajah of Tannah Beyhar, in Cooch Behar, and other Servants and Dependants on the ſaid Raje, whoſe Seals are hereunto annexed, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England. That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him, nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all; he deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppreſſors by his Juſtice; and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guarded the Religious Cuſtoms of each from the Effects of Misfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Seals and Signatures to this Addreſs.

Maha Rajah Hurrinderain.
Maha Ranny, the Mother of Maha Raja Hurrinderain.
Serbanund Goſſein, Superintendant of the Raje Moaidnarain Koar.
Nazir Deo Jebundernarain Koar.
Coſſinaut Khauſhnubbees, the Rajah's Dewan.
Suſtidhar Doſs, Vakeel at Calcutta.
Kiſhen Caunt Buckſhy.
Biſhenperſaud Ameen.
J[illegible]keram Sirma, Vackeel at Calcutta.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Gov^{t}.

No 21. Tranſlation of a Perſian Addreſs from the Ranny of Rajeſhahy, and her Son Rajah Ramkiſſen—preſented by her Vackeel.

Paper delivered by the Vakeel on the Part of Maha Ranny Bowanny, and Rajah Ramkiſſen, her adopted Son, Zemindar of Pergunnah Rajeſhahy, &c. and tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seals of Maha Ranny Bhowany, and her adopted Son Rajah Ramkiſhen, and others, as underwritten.

We, Maha Ranny Bhowanny, Zemindar of Pergunnah Rajeſhahy, &c. Rajah Ramkiſhen, her adopted Son, and the Zemindary Omlah, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England. That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charges of Embezzlements and Fraud, and his Heart of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt inſtance of Kindneſs and Goodneſs towards us, and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all; he deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppreſſors by his Juſtice; and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guarded the Religious Cuſtoms of each from the Effects of Miſfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Seals and Signatures to this Addreſs.

Maha Ranny Bowanny.
Rajah Ramkiſhen, adopted Son to the above.
Ramkiſhen, Nien Chunder Serma, Naib of Pergunnah Rajaſhahy, &c.
Permanund Doſs, Vakeel of Pergunnah Rajeſhahy, &c.
Ram Caunt, Seriſtadar.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.
E. Hay,
Secy to the Fort.

No 22. Tranſlation of a Perſian Addreſs from the Canongoes, Zemindars, &c. of Midnapore, preſented by their Vackeel.

r. r.

Paper delivered by the Vakeel, on the Part of the Cannongoes, Zemindars, Chowdries, and Talookdars of Chucla Midnapore, tranſlated purſuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seals and Signatures as underwritten.

We, the Cannongoes, Zemindars, Chowdries, and Talookdars of Chucla Midnapoor, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed

preſſed us Inhabitants of this Place, took Money by Deceit and Force, and ruined the Country; —Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities; and by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England. That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all.—He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government, no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it; but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all. He deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppreſſors by his Juſtice; and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us, ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guarded the religious Cuſtoms of each from the Effects of Misfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Fact that happened from him.

The Seals and Signatures to this Addreſs.

Ranny Sree Sree Mooty, Zemindar of Pergunnah Midnapore, &c.
Rajah Sunder Narain, Zemindar of Pergunnah Coſſyorra and Shawpore.
Rajah Bridge Annund.
Rajah Kiſhen Bullub.
Annund Loll Khan, Zemindar of Tuppea Nanajoal.
Colly Perſaud Chowdry, Groo Churn Roy Seam, Churn Bhowan, and Collooram Bhowan, &c. Talookdars of Pergunnah Summeeck.
Beerperſaud Chowdry, Zemindar of Pergunnah Kedder, &c.
Manicram Chowdry, &c. Talookdars of Maleapoor.
Ragonaut Chowdry, and Pertaubnarain, Chowdry of Pergunnah After Barthan.
Futtechund Chowdry and Manchund, Zemindars and Talookdars of Duttgotta.
Grooperſaud Maha Patter, Zemindar of Pergunnah Gridnapore.
Ramnarain Boyean, Zemindar of Pergunnah Gridnapore.
Nundaram Dutt, Zemindar of Pergunnah Gridnapore.
Hurrooram Roy, Zemindar of Pergunnah Sutterpore, written by his Naib Lucky Caunt Boſe.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.
E. Hay,
Secy to the Govt.

No 23. Tranſlation of an Addreſs from the Canongoes, &c. &c. &c. of Sylhet, preſented by the Collector.

S. S.

Tranſlation of a Perſian Addreſs delivered by the Canoongoes, Zemindars, Chowdries, and Talookdars of Sylhet, to Mr. Willis, Collector of the Revenues of that Diſtrict.

We the Servants of the Imperial Court, the Canongoes, Zemindars, Chowdries, and Talookdars of the Diſtrict of Sylhet, a Dependancy of the Soubah of Bengal, that Paradiſe of Nations, have heard that the Gentlemen of England are diſpleaſed with Mr. Haſtings, upon a Suſpicion, that exerciſing Tyranny and Oppreſſion over us, he took our Money by Fraud and Artifice, as well as by Force, and that by Miſmanagement he laid waſte the Country. We hearing this, are much aſtoniſhed! For the Skill and Knowledge of Mr. Haſtings in the Conduct of Buſineſs, and in managing the Affairs both of Revenue and Government, are notorious throughout all Bengal and Hindoſtan. We for our Parts can ſay, that he never took from us, humble Men, a ſingle Daun or Dhyrrum by Force or Oppreſſion, or by Fraud or Artifice; nor was his Diſpoſition in any Degree inclined to Avarice and Covetouſneſs; on the contrary, he ſowed the Seeds of Kindneſs in the Fields of the Hearts of all the Huſbandmen and Subjects, and from the Showers which fell from the Clouds of his Benevolence and Generoſity, he made the Hearts of the Poor to flouriſh like a Garden. By Law and the Diſpenſation of Juſtice he improved the Country. From the Sword of the Wicked, who delight in Sedition, he protected us, defenceleſs People, with the Shield of his Beneficence; and during the Time of his Adminiſtration and Government we paſſed our Time in Eaſe and Pleaſure. As he was from a very early Period acquainted with the Uſages and Cuſtoms of this Country, ſo he laboured to preſerve inviolate the Honour, the Faith, and the Religion of us all. For theſe Reaſons we, according to our Religion and Belief, and in purſuance of that holy Precept "*withhold not your Teſtimony,*" have truly and juſtly made this public Declaration.

Mubhoo Ooodrukt, Canoongoe of the Diſtrict of Sylhet.
Shaum Roy, Canongoe of the Diſtrict of Sylhet.
Muntuny Naut Roy, Canongoe of the Diſtrict of Sylhet.
Jewun Kiſhurn Roy, Canongoe of the Diſtrict of Sylhet.
Rama Kunt Roy, Canongoe of the Diſtrict of Sylhet.
Rada Kiſſen Roy, Canongoe of the Diſtrict of Sylhet.

Then follows, in the Original, theſe Words, viz.

The Chowdries of the Purgunnahs in this Diſtrict from the earlieſt Times, have in ſubſcribing Papers written their Names in the Bengal Language, thus, "*Choudry Burg* (i. e. the Choudries, "with all the Officers and Ryats) this Practice is approved, reſpected, and obſerved, and is "handed down from the Anceſtors of the ſaid Chowdries." After which are added the following Signatures:

The Zemindars Canongoes of the Purgannah of Nungleh.
Zemindar Puckarjiſt, with the Officers and Ryats of the Purgunnah of Puttareah.
Choudrys Puckarjiſt, of the Purgunnah of Lukkaye.
Zemindar Puckarjiſt, of the Purgunnah of Puttrah.
Zemindar, with the Officers and Ryats of the Purgunnah of Kikthaur.
Zemindar Puckarjiſt, of the Purgunnah of Siſhty Nugger.
Zemindar, with the Officers and Ryats of the Purgunnah of Etaur.
Zemindar, with the Officers and Ryats of the Purgunnah of Reingas.
Zemindars and Canongoes, with the Officers and Ryats of the Purgunah of Kauly Hutty.
Zemindar, with the Officers and Ryats of the Purgunnah of Indpoor.
Zemindar, with the Officers and Ryats of the Purgunnah of Bauzoo Shiſta.
Zemindar, with the Officers and Ryats of the Purgunnah of Hutteil Sirjed Bazeed.
Zemindar, with the Officers and Ryats of the Purgunnah of Choukar.
Zemindar, with the Officers and Ryats of the Purgunah of Gujakan.
Zemindar, with the Officers and Ryats of the Purgunah of Jelalpore.
Zemindar, with the Officers and Ryats of the Purgunah of Bahoo Sonnytaur.
Zemindar, with the Officers and Ryats of the Purgunnah of Baôor Nugger.
Zemindar, with the Officers and Ryats of the Purgunah of Bowauljore.
Zemindar, with the Officers and Ryats of the Purgunnah of Paulnah.
Choudry, with the Officers and Ryats of the Purgunah of Surra Abad.
Choudries, with the Officers and Ryats of the Purgunah of Coſſein Nugger.
Zemindar, with the Officers and Ryats of the Purgunah of Boodocom.
Choudry Purkarjiſt, of the Purgunnah of Reyhtee.
Zemindar Purjarjiſt, with the Officers and Ryats of the Purgunah of Inda Nugger.
Zemindar, with the Officers and Ryats of the Purgunnah of Oojautoor.
Zemindar, with the Officers and Ryats of the Purgunnah of Burrunchaul.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunnah of Ally Azum.
Zemindar of the Purgunah of Shawabad.
Zemindar, with the Officers and Ryats of the Purgunah of Badeh Du Royhen.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunnah of Coorſaw.
Zemindar, with the Officers and Ryats of the Purgunah of Doolaun.
Zemindar, with the Officers and Ryats of the Purgunah of Gooreal.
Zemindar, with the Officers and Ryats of the Purgunah of Shumſher Nugger.
Choudry Purkarjiſt of the Purgunnah of Chocotully.
Choudrys, Canongoes of the Purgunah of Boojaureh.
Zemindar, with the Officers and Ryats of the Purgunah of Alley Nugger.
Zemindar, with the Officers and Ryats of the Purgunah of Mulleſpoor.
Zemindar, with the Officers and Ryats of the Purgunah of Chump Ghaut.

Zemindar, with the Officers and Ryats of the Purgunah of Mookhtampoor.
Zemindar, with the Officers and Ryats of the Purgunah of Dacca-dohkin.
Zemindar, with the Officers and Ryats of the Purgunah of Hurry Nugger.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Bhutrah
Zemindar, with the Officers and Ryats of the Purgunah of Mauty Saron Baug.
Zemindar, with the Officers and Ryats of the Purgunnah of Bahoobul Baug.
Zemindar, with the Officers and Ryats of the Purgunah of Haveylie Meheiſhpoor.
Zemindar, with the Officers and Ryats of the Purgunah of Gunga Nugger.
Zemindar, with the Officers and Ryats of the Purgunnah of Autgong.
Zemindar, with the Officers and Ryats of the Purgunnah of Eenta Marapoor.
Choudry Purkarjiſt, of the Purgunnah of Hoſeinabad.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Behrub.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Aktaungurry.
Zemindar, with the Officers and Ryats of the Purgunah of Muddackondy.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Mehmoodabad.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Pachateen.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Eachamutty.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunnah of Yacoobnugger.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Haveylee Pullyſaly.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Eatapauly Saly.
Zemindars, with the Officers and Ryats of the Purgunah of Kurrunſhee.
Zemindar, with the Officers and Ryats of the Purgunah of Korecoah.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunnah of Buguwoat.
Zemindar, with the Officers and Ryats of the Purgunah of Seccunderpoor.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Suttra Kundle.
Zemindar, with the Officers and Ryats of the Purgunah of Akbarpoor.
Zemindar, with the Officers and Ryats of the Purgunah of Chouaulies.
Zemindar, with the Officers and Ryats of the Purgunnah of Ourungabad Ballaſur.
Chein Churd, the Zemindar of the Purgunnah of Chur Nugger.
Alabd Mohommud Nujaut.
Alabd Mohummud * Reazel and * Fyazal.
Abdahoo † Mohummod, Nazim † Unſir.
Abdahoo Omud U'Reza.
Moraury Chund Takoor, Zemindar of the Purgunah Baragur, and the Pergunah of Rooaury.

* N. B. Theſe are two Joint Zemindars, by their Common Seal.
† Theſe alſo are two Joint Zemindars, by their Common Seal.

Choudry, with the Officers and Ryats of the Purgunnah of Badook.
Choudry, with the Officers and Ryats of the Purgunah of Ruttun Meygee.
Choudry, and the Canongoe of the Purgunnah of Bejurah.
Zemindar, with the Officers and Ryats of the Purgunah of Ruffeah Nugger.
Alabd, the Zemindar, with the Officers and Ryats of the Purgunah of Dinarpoor.
Zemindar, with the Officers and Ryats of the Purgunah of Shaijiſteh Nugger.
Choudry Purkarjiſt, the Zemindar of the Purgunah of Rutton Skahy.
Zemindar, with the Officers and Ryats of the Purgunah of Agarah Saut.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Zien Shokaut.
Choudry, with the Officers and Ryats of the Purgunah of Bittungul.
Zemindar, with the Officers and Ryats of the Purgunah of Poodootkund Kaneh.
Zemindar, with the Officers and Ryats of the Purgunah of Churgur.
Zemindar, with the Officers and Ryats of the Purgunnah of Ootur Gutch.
Zemindar, with the Officers and Ryats of the Purgunnah of Roory Nuggur.
Zemindar, with the Officers and Ryats of the Purgunah of Shiddy Aurungur.
Zemindar, with the Officers and Ryats of the Purgunah of Ghyauſs Nugger.
Zemindar, with the Officers and Ryats of the Purgunah of Ranyooter.
Zemindar, with the Officers and Ryats of the Purgunah of Doorun.
Zemindar, with the Officers and Ryats of the Purgunah of Bullyry Koonwar.
Zemindar, with the Officers and Ryats of the Purgunah of Punurburr.
Choudry Purkarjiſt, with the Officers and Ryats of the Purgunah of Eleyney.
Zemindar, with the Officers and Ryats of the Purgunah of Chuttowtehroo.
Choudry Purkarjiſt, of the Purgunah of Junterry.
Zemindar Purkarjiſt, with the Officers and Ryats of the Purgunah of Chahaooter.

A true Tranſlate.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy,
E. Hay,
Sec^{y} to the Gov^{t}.

N° 24. Copy Letter from the Acting Collector of Moorſhedabad; with a Tranſlation of a Perſian Addreſs from the Zemindars of Rocunpore, &c. &c. tranſmitted by him.

To Edward Hay, Eſquire, Secretary to the Government.

Sir,

The Zemindars and Talookdars under this Collectorſhip have delivered to me a Perſian Addreſs relative to Mr. Haſtings, and an atteſted Copy of it; with a Requeſt, that I would forward them to the Governor General in Council, in order that they might be tranſmitted to the Court of Directors.—In compliance with their Requiſition, I have the Honour to ſend you the abovementioned Perſian Papers, together with a Copy of the Application from the Zemindars and Talookdars to me.

I have the Honour to be, Sir,
Your moſt obedient humble Servant,
(Signed) JOHN FENDALL,
Act^{s} Coll^{r}.

Zillah Moorſhedabad,
the 5th November 1788.

A true Copy.
E. Hay,
Sec^{y} to the Fort.

Petition of the Zemindars of Rockunpore, Luſhkerpore, Jeheinguerpore, &c. under the Collectorſhip of Moorſhedabad.

We, your Petitioners, the Zemindars, Talookdars, and Chowdries of the Lands under the Collectorſhip of Moorſhedabad, have written, ſigned, and ſealed a Paper in Praiſe of Mr. Haſtings, for the Diſpatch of which to the Preſidency we requeſt that you will ſend the Original, with our Seals and Signatures, together with a Copy thereof, atteſted by the Seal of the Cauzey, to the Right honourable the Governor General in Council at Calcutta, and petition in our Name that the Right honourable the Governor General in Council will be kind enough to order a Tranſlation to be made of that Paper, and that the Original with the Tranſlate may be forwarded to the Honourable the Court of Directors in England.—It is juſt, and we have petitioned it.

A true Tranſlate.
(Signed) JN. FIR,
Aſs^{t}.

A true Copy.
E. Hay,
Sec^{y} to the Fort.

Papers delivered by the Vazeel of the Zemindars of Pergunnah Rokumpoor, Luſkerpore, Jehanquirpore, &c. all the Mhals of Zillah Moorſhedabad; and tranſlated purſuant to an Order from the Governor General in Council, dated 27 April 1788.

Petition from the Zemindars of Purgunnah Rokempore, Luſkerpore, Jehanquierpore, &c. all the Mhals of Zellah Moorſhedabad, addreſſed to the Collector.

We, the Zemindars, Talookdars, and Chowdries of Zellah Moorſhedabad, have written an Addreſs on the Virtues of Mr. Haſtings, to which we have affixed our Seals, and ſigned our Names. We now petition that you will be pleaſed to forward it: One Paper is the Original, with our Seals and Signatures affixed, the other a Copy under the Seal of the Cauzy, which you will be pleaſed to tranſmit to the Governor General in Council of Calcutta, and requeſt his Lordſhip will order it to be tranſlated, and ſend the Tranſlation with the Original to the Court of Directors.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Secr^{y} to the Fort.

t t.

Under the Seals and Signatures as under-written:

We, the Zemindars, Chowdries, and Talookdars, of the Mhals of Zellah Moorſhedabad, in Soubah of Bengal, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us, Inhabitants of this Place, took our Money by Deceit and

Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England. That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all.—He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him, nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice.—He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it, but always applied by Soothings and Mildneſs the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair.—He diſplayed his Friendſhip and Kindneſs to all;—He deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror.—He tied the Hands of Tyrants and Oppreſſors by his Juſtice, and by this Conduct he ſecured Happineſs and Joy to us.—He re-eſtabliſhed the Foundation of Juſtice; and we at all Times during his Government lived in Comfort, and paſſed our Days in Peace.—We are many, many of us ſatisfied and pleaſed with him.—As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion and of the Duties of our Sects, and guarded the Religious Cuſtoms of each from the Effects of Misfortunes and Accidents—In every Senſe he treated us with Attention and Reſpect. We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Seals and Signatures to this Addreſs.

Gopinaut Doſs, Son of Radamochun Chowdry, of Pergunnah Dhamy.
Radda Govid Sing Chowdry, of Pergunnah Gopinautpoor.
Rammanund Chowdry, of Perg^{h} Bharroal.
Bhowanny Perſaud Pattac, Grandſon of Dennanaut Pattac Chowdry, of Pergunnah Oreejabad.
Lutchmunarain Doſs Chowdry, of Ahmedpoor.
Guddadhur Dutt Chowdry, Brother to Seochurn Chowdry.
Bhakhur Chund Chowdry, of Riſmut Purgunnah Shahſhebempore, 2 Annas Diviſion.
Sumboonaut Serma, Grandſon to Ramchund, of Riſmut Pergunnah Conker.
Bhowanny Sunker Serma, Grandſon to Rada Ramchund Chowdry, of Perg^{h} Conker.
Meer Moſey Zeza, Son of Selamut Ally, of Riſmut Mouzah Ikakrahy.
Meer Joolfcar Ally, Talookdar of Riſmut Ihakrahy.
Sumſul Dien, Talookdar of Rawue.
Gournaut Serma, Grandſon to Hurry Sunker Chowdry, of Riſmut Hodgerapoor.
Biſſember, Talookdar of Riſmut Hodgerapore.
Serut ulla Cawn, Son to Mahomed Myze Chowdry, of Mouzah Baienoh Conſide.
Hurriſchund Sing, Brother to Himmut Sing, of Riſmut Tuppa Sumbulpore.
Nundloll Sing of Riſmut, Tuppa Sumbulpore.
Ragonaut Ghooſe, Talookdar of Mouzah Gopipoor.
Denanaut Serma, Cowulſam Serma, and Sreecaun Riſſo Mahadeo, Choudry of Riſmut Perg^{h} Futtikpoor.
Rada Caunt Sing, of Riſmut Perg^{h} Sumbutpore.
Moonſhee Budden Doſs, Superintendant of the Affairs of the Chowdries of Purgunnah Barrickſing.
Juggutram Serma, Grandſon to Radda Caunt Chowdry, of Perg^{h} Futtehpoor.
Juggernaut Diett Chowdry, Hurrynaut Diet Chowdry, Ram Connoy Diett, and Bridgenaut Diett, Grandſons of Ramkiſhen, &c. Choudries of Kiſmut Pergunnah Culburra.
Seddanund Dhur, Talookdar of Kiſmut Mouzah Meher Anwur.
Grooperſaud Sing, Son to Govind Churn Sing, of Riſhmut Tuſpa Sumbutpore.
Mahomed Dian, Nephew to Mahomed Moſook, Talookdar of Riſmut Perg^{h} Muzcoory.
Bugwan Serma, and Dum Doſs Serma, Grandſons to Luckun Chowdry, of Riſmut Muzcoory.
Luckmarain Kirtchund Serma Sernmaunt, Talookdar of Riſmut Perg^{h} Culburrea.
Jandabinder Serma Chowdry, Son to Nurnarain Serma, Proprietor of a Part of Pergunnah Culburrea.
Gungaperſaud Chowdry, Grandſon to Kirtchund Roy Chowdry, of Pergunnah Rhurgong, 5 Annas Diviſion.
Ramperſaud Serma, Son to Hurriſchund Serma Chowdry, Talookdar of Talook Joy.

Riſhenchund Serma, Grandſon to Hurriſchund Serma Chowdry, Talookdar of Talook Joy.

Ragonaut Serma, Nephew to Riſhen Hurry Serma, Chowdry of Kiſmut Pergunnah Coſſimpoor.

Colly Caunt Serma, Son to Riſhen Caunt Serma, Chowdry of Riſmut Pergunnah Barrickpore.

Attumchund Serma, Ramcoar Serma, Shewnoth Roy Chowdry, Rirpanoth Roy, and Gour Mohur Roy, Grandſon, and great Grandſons, of Rodjebullub, &c. Chowdries of Pergunnah Wipalund.

Mullockchund, Chowdry of Ibrahimpore.

Sheonarain Chowdry, Son to Gungadhur Serma Chowdry, of Riſmut Perg^{h} Shaſellempore.

Durgachurn Serma Chowdry, Grandſon to Burchurn Chowdry, of Pergunnah Dawoa.

Rutta Caunt Serma, Great Grandſon to Ramdeo Serma, Talookdar of Pergunnah Zennaſoor.

Sheochurn Dutt, &c. Chowdries, and Wife of Sheochurn Chowdry.

Ramkiſwur Dutt, Nephew's Son of Bijyram Chowdry, of Riſmut Pergunnah Culberrea.

Mooteichund Pauhul, Son to Manickchund Pauhul, Talookdar of Moozah Wurraſhparra and Bulrampore.

Bhyronaut Serma, Son to Bhenjee Serma, Talookdar of Mumrezpore.

Seid Khoaram Ally, his Mother Siedany Seda, and his Wife Siedany Chunam, of Riſmut Pergunnah Sutrus.

Seſnarian Doſs, Son to Buddel Doſs, Chowdry of Pergunnah Cockraw.

Paurbutty Chowdry, of Pergunnah Muſſeda.

Govind Churn Doſs Chowdry, Grandſon to Rutton Roy Chowdry, of Riſmut Pergunnah Dowa.

Jugmohun Dutt Chowdry, Son of Ram Chowdry, of Riſmut Perg^{h} Culburnrea.

Jugdeſſery Chowdrawin, of Riſmut Purgunnah Jehangeupoor.

Seroopchund Roy, Son to Golaub Chund, of Riſmut Pergunnah Chunacolly.

Riſhenchund Serma Chowdry, and Rajib Lochun Serma Chowdry, Son to Mullookchund Serma Chowdry.

Lucky Chowdrawin, of Riſmut Perg^{h} Jehangurpoor, &c.

Odychund Chowdry, of Riſmut Perg^{h} Chuna Cokly.

Sahabram Serma Chowdry, of Riſmut Pergunnah Culburrea.

Sedda Nund Serma, and Dulloll Serma, Grandſon of Fucoo Connoo, of Riſmut Perg^{h} Akberſhahy.

Raje Kiſhwur, &c. Grandſon to Kiſſman Chowdry, of Pergunnah Sumſcolly.

Sherroopnarian Ghoſe, Son to Gunganarian Ghoſe Chowdry, of Pergunnah Kootubpoor.

Hurry Narian Doſs Chowdry, Grandſon to Jutram Chowdry, of Kiſmut Rootubpore.

Kiſhen Mohun Chowdry, and Gocul Kiſhen Chowdry, &c. and Gopinaut Chowdry, &c. Partners of Keſſoram Chowdry, of Kiſmut Sumſcooly.

Bhyrochund Chowdry, Son to Anuntram, of Riſmut Pergunnah Taperpoor, &c.

Biſhenram Surma Chowdry, of Riſmut Pergunnah Jehangunpoor.

Bulneſſer Serma Chowdry, and Puddum Lochund Serma Chowdry, Grandſon and Great Grandſons of Shamſunder Chowdry, of Kiſmut Pergunnah Khurgong, 6 Annas Diviſion.

Luckenarian Serma Chowdry, Grandſon to Deo Dutt Serma Chowdry, of Kiſmut Pergunnah Khurgong, 5 Annas Diviſion.

Bholanoth Sing, and Sheonoth Sing, Nephew to Rhoſaul Sing Chowdry, of Kiſmut Perg^{h} Chuna Colly.

Coſſinaut Serma Chowdry, of Riſmut Perg^{h} Jehenguerpoor, &c.

Ruttneſſary Chowdaawin, Wife of Bridge Muhun Chowdry, of Kiſmut Perg^{h} Dawun.

Rubby Indernarain Serma, Son to Moadnarain Serma, of Riſmut Pergunnah Luſkerpore, &c.

Setrajeib Doſs Chowdry, of Pergunnah Chand Lye, &c.

Rany Luckey Sereſſity Chrowdrawin of Pergunnah Taherpoor, 6 Anny.

Ram Ram Serma, of Mouzah Soonapore.

Nirtranund Doſs, of Riſmut Perg^{h} Ihahjaubpore.

Bhoo Indernarain Sirma, Son to Indernarain Sirma, of Riſmut Purgunnah Luſkerpoor, &c.

Shea Chund Sirma, Great Grandſon to Praun Riſhen Sirma Choudry, of Pergunnah Coſſipore.

Indernarain Sirma, Grandſon to Murtunjye Sirma, of Kiſmut Pergunnah Coſſipore.

Loacknothnundy, Talookdar of Pergunnah Kewnagur.

Collyſunker Sirma, Chowdry of Pergunnah Dyanagur.

Ramkiſhen, Talookdar of Tief Colcanoo.

Goury Sunker Sirma, Son to Prooderperſaud Choudry, of Mouzah Bulrampoor Monur Batty.
Sutchie Nundun Ghoſe, Nephew to Rodgebullub Ghoſe, Talookdar of Coorlea.
Ranny Paurbutty, of Kiſmut Pergunnah Futteh Sing.
Anund Narain Sirma, Son to Praunnarain Sirma, of Kiſmit Pergunnah Luckerpoor, 3 Annas Diviſion.
Durgachurn Sirma, Brother to Raganoth Roy, of Gopaulnagur.
Mirza Mahommed Boaker, Chowdry of Pergunnah Coſſimpore, 12 Annas Diviſion.
Roy Rago Bullullub, Brother Roy Rambullub, Talookdar of Terf Muſka, &c.
Rajah Neel Caunt, Zemindar of Pergunnah Futteh Sing.
Treelochun and Shewnoth, Grandſons, Anund Chund Roy, of Kiſmut Pergunnah Chunna Colly.
Ragonaundun and Sham Kiſtwar Seirma, Nephew of Hurram, Talookdar of Mouzah Deogong.
Roda Caunt, Talookdar of Kiſmut Moluncby.
Mehendernarain Doſs, Brother to Bholaunaut Chowdry, and Grooperſaud Doſs, Son to D^{o}, of Kiſmut Pergunnah Chandlage, 3 Annas Diviſion.
Sooruznarain Roy Cannongoe, Son to Luckinarain Roy Cannongoe, Zemindar of Pergunnah, Rokunpore, &c.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

(A true Copy.)
E. Hay,
Secr^{y} to the Fort.

Comp^{d},
And^{w} Gardiner.

N° 25. Tranſlation of a Perſian Addreſs from the Canongoes of Jellaſore, preſented by their Vackeel.

U U.

Paper delivered by the Vakeel from the Canoongoes, Zemindars, Choudries, and Talookdars, of Chucklah Jelaſore.

Under the Seals and Signatures as under-written.

We the Canoongoes, Zemindars, Choudries, and Talookdars of Chucklah Jelaſore, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England. That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowerd by Deſpair. He diſplayed his Friendſhip and Kindneſs to all. He deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppreſſors by his Juſtice, and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice, and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guarded the Religious Cuſtoms of each from the Effects of our Misfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Seals and Signatures to this Addreſs.

Choudries, Canoongoes, and Talookdars, of Pergunnah Futtchabad.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Chuck Iſmailpoor.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Raje Ghurr.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Dauntonchour.
Chowdries, Canoongoes, and Talookdars, of Pergunnah of Nowtocher.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Countnagurr.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Sheopore.
Nurhurkur Mahahattar, Chowdry, and Canoongoes and Talookdars, of Pergunnah Ikrachur.
Nurhurker Maha Potter, and Chowdries, and Canoongoes, and Talookdars, of Koarulcher.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Bunſidhur Choudry, and Canoongoes and Talookdars of Pergunnah Boorijechur.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Havelly Jellaſore.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Sawer Jeerthan.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Tannah Jeleſſore.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Bholarachur.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Tupper Coſſiary.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Mutculabad.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Gugniſſer.
Chowdries, Canoongoes, and Talookdars, of Pergunnah Naringa Chur.
Bydorroth, Choudry of Pergunnah Cockrachur.
Pahaur Sing Bhooyean, of Pergunnah Paunſahy.
Gourychurn, Zemindar of Pergunnah Burcool.
Jodanund, Choudry of Pergunnah Murgodah.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

Compared,
Andrew Gardiner.

A true Copy.
E. Hay,
Secr^{y} to the Fort.

N° 26. Tranſlation of a Perſian Addreſs from the Zemindars of Dacca Jelalpore, preſented by their Vackeel.

Paper delivered by the Vakeel on the Part of the Zemindars, Chowdries, and Talookdars, of the Mhals of Pergunnah Jellalpore, &c. in the Diſtrict of Dacca.

Under the Seals and Signatures as under-written.

We the Zemindars, Chowdries, and Talookdars of the Mhals of Pergunnah Jellapore, &c. have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God, in delivering Evidence, relate the praiſeworthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England, that Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attacks by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us, and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all. He deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppreſſors by his Juſtice; and, by this Conduct, he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we, at all Times during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guarded the Religious Cuſtoms of each from the Effects of Misfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented, without Deceit, what we have ourſelves ſeen, and the Facts that happened from him.

The Seals and Signatures to this Addreſs.

Rajah Ramkiſhen Roy Behadre, Zemindar of Pergunnah Noonellapore, &c.
Sheik Mutty Ulla, Zemindar of Kiſmut Pergunnah Jellolpore, &c. 8 Annas Diviſion.
Sheik Soonaulla, Zemindar of Kiſmut Pergunnah Jellolpore, &c. 3 A. 4 G. Diviſion.
Sheik Neam Rite Ulla, Zemindar of Kiſmut Pergunnah Jellolpore, &c. 3 A· 4 G· Diviſion.
Shaheb Khan, Zemindar of Kiſmut Pergunnah Jellolpore, &c. 1 A· 12 G· Diviſion.
Rajah Luckinarrain Roy, Zemindar of Pergunnah Rajenagur, and Pergunnah Serawk Omeedpoor, &c.
Durga Cowur Nurain, Zemindar of Pergunnah Chunder Deep, &c.
Khojah Moakel, Zemindar of Pergunnah Dukkin Suttiarpoor.
Mahommed Khan, Zemindar of Tuppa Myſerdie, &c.
Sree Anunt Dio Roy, Zemindar of Pergunnah By Cauntpore, &c.
Sied Imam ul Dien Mahomed, Choudry of Tuppa Nazirpoor.
Sied Hoſein Ally, Chowdry of Tuppa Sultanabad.
Jeit Sing, Chowdry of Pergunnah Seedpore.
Ram Doſs Sein, and Nurſing Sein, Chowdries of Pergunnah Ramnagur.
Coſſy Anoop, Chowdry of Tuppa Culona
Cheerunjeib Roy, Chowdry of Kiſmut Tuppa Culina.
Hoſein Mahomed, Chowdry of Tuppa Hyderabad.
Ramjewun Dutt, Mudhoſoden Dutt, and Nurrotum Dutt, Chowdries of Pergunnah Shazadpore.
Ramkiſurn Boſe, Chowdry of Pergunnah Durgapore.
Rammohim Paleet, Chowdry of Tuppa Rhord.
Daumrye Mahomed Honif, Chowdry of Pergunnah Sawiſtabad.
Ramnarain Sermo, of Tuppa Hockimpore, 7 A· 3 P· Diviſion.
Rajah Ram Dutt, of Tuppa Hockimpore, 8 A· 19 G· 1 P, Diviſion.
Kiſhenram Dutt and Govindram, of Pergunnah Jehanpore,
Sheo Narain Roy, Chowdry of Pergunnah Selmabad.
Odye Narain Roy Chowdry, Dullibnarrain Roy Chowdry, and Luckinarain Roy Chowdry, of Purgunnah Selmabad
Nundram Sun Chowdry, Kiſhen Caunt Sein Chowdry, and Kiſhen kinker Sein Chowdry, of Pergunnah Nuldie, &c. 4 A· 10 G· Diviſion.
Govindperſaud, Chowdry of Pergunnah Coſſimpore.
Kiſhenram Roy Pergunnah Jelmabad, of 10 G· 1 P, Diviſion.
Coſſim Cawn and Abdul Cawn, of Pergunnah Mahdypore, 9 Annas Diviſion.
Ully Nowaz Khan, Zemindar of Tuppa Cuttubow.
Khoda Daad Khan, Zemindar of Tuppa Cultabour.
Ramdeo Boſe, Chowdry of Tuppa Shaupore.
Chunder Seker Chuckerbutty, Son of Ramjewun Chuckerbutty, of Omlah Pergunnah Chunderdeep.
Joy Govind Sein, Chowdry of Tuppa Abdullapore.
Hurrinarain Serma, Talookdar of Pergunnah Jellalpore.
Radu Caunt Sein, Talookdar of Pergunnah Chunderdeep.
Sham Sunder Sein, Talookdar of Tuppa Havelly Coſſypoor.
Abdoon Ruſſed, Chowdry of Pergunnah Tollebabad, &c.
Abdul Khuddar, Chowdry of Pergunnah Tollebabad.
Ramanic Sein, Chowdry of Govindpoor.
Chowdries of Pergunnah Shawiſtanagur, &c. written by Rogonaut Dutt.
Chowdries of Pergunnah Beer Mohan, written by Pertaub Narain Serma.
Kiſnanund, Chowdry of Pergunnah Bhowal, 7 Annas Diviſion.
Serrajenarain, Chowdry of Pergunnah Bhowal, 9 Annas Diviſion.
Chowdries of Pergunnah Futteh Jungpoor, written by Ramanund Serma.
Kiſhen Ram Sein, Talookdar in Pergunnah Chunderdeep.
Collycaperſaud Roy, Ram Bhowany Roy, and Ramdea Serma, Chowdries of Pergunah Sulempertaub, and Tuppa Jumdhurpoor.
Rada Kiſhen and Gocul Chund, Chowdries of Tuppa Aurungabad, &c.
Durgaperſaud Sein, Talookdar of Pergunah Dotar Sitiapoor, 8 G· Diviſion.
Sreeram Roy, Rajah Roy, Rammohun Roy, Mahader Roy, Hurrinarain Ram Gopaul Roy, Ram Roy Chowdry, and Sreedhur Dutt, Chowdries of Iſkakabad.

Rodge Chunder Roy, Choudry of Tuppa Bhowanny Nagur.
Mahomed Akbaul, &c. Talookdars in Pergunah Bickrumpoor.
Coſſiſſer and Baneſſer, Chowdries of Tuppa Suffeſpore.
Ram Rajah Sein, &c. Talookdars in Bickrampore, &c.
Rada Madho Boſe, Chowdry of Tuppa Amber.
Ram Chunder Rah, Chowdry of Pergunah Mahomedpoor, 11 Annas Diviſion.
Cowul Roy Chowdry, Dhee Cowul Roy, of Pergunnah Mabarckujeal.
Rammabullub Ghoop, Ram Budder Ghooh, Ram Chunder Ghooh, Kiſhenram Ghooh, and Ramdea Ghooh, Chowdries of Pergunnah Serjahabad, and Tubba Kootubpoor, in Pergunah Coſſimnagur.
Ramperſaud Sein Nurſing Doſs, Neel Caunt, Aunundram Doſs, and Ramkiſhen Doſs, Chowdries of Tuppa Cutrabow.
Ramperſaud, Chowdry of Tuppa Paundil, 2 A, 8 G^{s} Diviſion.
Jhaſenkier Chowdry, and Nudjeeb Mutty Ulla, Chowdry of Tuppa Irradulnagur.
Pertaubnarain Roy, of Pergunah Selmabad, 6 A^{s} 1 P^{s} Diviſion.
Juggut Jewun Roy, and Bauſdeo Roy, Chowdries of Tuppa Akais Colla Goppa.
Rodge Chunder Sein, Talookdar in Pergunnah Bungcurroro.
Meer Sied Mahomed, in the Name of Sied Ally Caun, Talookdar of Pergunnah Bickrampore, &c.
Rada Cowur Sein, and Brindabun Chund Sein, Talookdars.
Nurſing Roy, Kiſhen Bullub Roy, and Rammabullub Roy, Chowdries of Pergunnah Abdulpore.
Joychund Roy, Chowdry of Pergunnah Selmabad, &c. 17 G^{s} 2 P^{s} Diviſion.
Bejyram Roy, of Pergunnah Ooter Shahpore, 5 A^{s} 6 G^{s} 3 P^{s} Diviſion.
Sheoram Kiſden, Chowdry of Tuppa, Ramkiſhenpore, 6 A^{s} Diviſion.
Durgaram, Talookdar of Pergunah Shabazpore, in Serrinageer.
Nurnarain Ghoſe, Chowdry of Pergunah Noorulla Hoſeinagur, 8 Annas Diviſion, &c.
Khazahnoor, Talookdar in Pergunnah Chunderdeep.
Rooderram Doſs, Talookdar of Mowzah Chawguldie, 8 Annas Diviſion.
Imaun ul Dein, Johir ul Dein, Jemur Hoſein, and Hoſein ul Dein, Chowdry of Pergunnah Ruſſoolpoor, &c.
Nimoo Ram Caunt Roy, and Luckinarrain Roy, Chowdries of Chundpertaub Nowara.
Rammohun Roy of Pergunnah Chundperlaub.
Ramnarain, Talookdar in Pegunnah Aurungpoor.
Gudda Dhur Roy, Chowdry of Tuppa Itamadpore.
Rogonaut Roy, Chowdry of Pergunnah Rogonautpore.
Beddu Dher Roy, Gunga Dhur Roy, and Jankee Bullub Roy, Chowdries of Pergunah Aurungpore.
Chowdries of Pergunah Cutwallyparra, written by Ram Gutty Serma.
Ram Kiſhen Roy Chowdry, Rutchund Roy Chowdry, Condroop Roy Chowdry, and Kiſhenram Roy Chowdry, of Pergunah Anundy Colkapoor, &c.
Colly Sunker Ghoſaul, Chowdry of Pergunah Selmabad, of 2 A^{s} 17 G^{s} 2 P^{s} Diviſion.
Bhowany Churn Roy, of Pergunah Selmabad, of 5 A^{s} 15 G^{s} Diviſion.
Roodernarain Roy and Kiſhendeo Roy, of Tuppa Havelly Purgunah Khezirpoor.
Ram Bhudder Roy and Sedram Roy, Chowdries of Pergunah Havelly Sellimabad.
Bhowanny Churn Roy, of Purgunnah Mohobutpoor, Bunder Kholah.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Gov^{t}.

N° 27. Tranſlation of a Perſian Addreſs from the Zemindars, &c. of Dacca Momun Sing, preſented by their Vackeel.

W W.

Paper delivered by the Vakeel on the Part of the Zemindars, Chowdries, and Talookdars of the Mhals of Zillah Momenſing, &c. in the Diſtrict of Dacca.

Under the Seal and Signatures as under-written.

We, the Zemindars, Chowdries, and Talookdars of the Mhals of Zillah Momenſing, &c. in the Diſtrict of Dacca, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country: Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and, by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England. That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government, no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us, and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all; he deſtroyed the Power of Enemies and wicked Men, by the Strength of his Terror; he tied the Hands of Tyrants and Oppreſſors by his Juſtice; and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guarded the Religious Cuſtoms of each from the Effects of Miſfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Seals and Signatures to the Addreſs.

Aſſaleet Menaam, and Multafeet, Chowdries of Buddycaemdy.
Mahomed Haady, Zemindar of Pergunnah Serawull.
Futteh Ally, and his Sons Rhazah Ally and Shahabaz Ally.
Golaum Jaffier Ally, and his Sons Golaum Hoſſein Ally and Fuz Ally.
Hoor Hyder, of Pergunnah Zeenſhahy, 7 An. 5 G. 1 C. Div.
Rajah Roy Sing, of Pergunnah 14 Annas Diviſion.
Mahomed Munoowur, Zemindar of Pergunnah Zienſhahy, 8 An. 14 G. 3 C. Diviſion.
Ully Ally Nowaz Khan, of Tuppa Hodgerawdie, 5 Annas Diviſion.
Khodahdaad Khaw, of Tuppa Hodgerawdie, 5 Annas Diviſion.
Golaum Gous, of Tuppa Roozey Rhye.
Purruſram Roy, Zemindar of Perg^{h} Codwa.
Perbooram Roy, Son of Obram Roy, Zemindar of Codwa.
Ramkiſher Roy, Son of Bulram Roy, Zemindar of Codwa.
Madho Chund Roy, adopted Son of Ranny Chunder Culla, Zemindar of Codwa.
Gunganarain Chowdry, of Riſmut Pergunnah Bhoolwa.
Sumboo Chund Roy, Rajah Durmnarain Roy, Luckinarain Roy, Sreedhur Roy, their Zemindarry of 12 An. 4 G. 2 C. Diviſion of Pergunnah Bhoolwa and Pergunnah Ameerabad, in the Name of Hurnarain Roy, Raje Durm Perſeem Rulliamnarain Roy, Ramdea Roy, and Ramdea Coſſy Roy, Chowdries.
Sheik Golaum Ally, Chowdry of Pergunnah Torah, of 8 An. 13 G. 2 C. Diviſion.
Ragoonundun Serma, Chowdry of Pergunnah Allap Sing, 4 Ann. Diviſion.
Rooderram Serma, of Pergunnah Allapſing, 4 Annas Diviſion.
Aſſalut Monaam, Multofut Khan, and Moraad Hoſſein Haady, Zemindar of Tuppa Hodgerawdie, 6 Ann. Diviſion.
Shaam Coweer Serma, and Gunga Debea, their Zemindarry of 8 Annas Diviſion of Pergunnah Allapſing, in the Name of Biſhen Ram Acharge.
Preebbee Ulla, and Golaum Hyder, Grandſons to Rehmet Ulla, Chowdry of Pergunnah Muzerdie, 7 Ann. Diviſion.
Ameer Khan, Talookdar.
Rajekiſhweernarain Choady, Son of Rajendernarain, Chowdry of Pergunnah Baboopoor.
Abul Arſeed, Son of Abooſellaum, and Rehim Ally, Son of Ally.
Amjed and Mahomed Iſraid, Son of Afſeed Ulla, and Ally Zeza, Chowdries of Pergunnah Chuttercund.
Gungaperſaud Kiſhen Chund, Radamohun Preſſullum, and Seochund, &c. Grandſons of Hurry Bullub and Bagejahdeo, Chowdries of Tuppa Durgapoor.
Ramperſaud Serma, Chowdry of Tuppa Ibrahimpoor, 2 An. 8 G. Diviſion.
Purſuttum Roy, Nephew to Hurry Bullub Roy, Chowdry of Pergunnah Goonanundy, 1 An. 3 G. 2 C. Diviſion.

Ally Reza and Rehum Ulla, their Zemindary of 7 Annas Diviſion of Pergunnah Muzerdie, in the Name of Aumaun Ulla and Fizze Ulla Chowdries.

Coſſenaut Sing, Nephew to Ram Caunt Sing, Talookdar.

Mahomed Reza, and Golaum Nubby, Son to Mahomed Muſtofa, and Mahomed Coſſim, Chowdry of Pergunnah Gopaulpoor Mooradnagur.

Ram Gunga Roy, and Bhyrub Anund Roy, their Zemindary of 12 Ann. Diviſion in Pergunnah Perchundy, in the Name of Luckinarain Bugurent, and Caamdeb Chowdries.

Mahomed Mozuffer, Chowdry of Pergunnah Neſſer Wujeal, 3 An. 18 G. 3 C. Diviſion.

Mahomed Munnoowur, Chowdry of 2 An. 5 G. 1 C. Diviſion.

Rajekeſwur, and Kiſhen Chund Chowdry, Son to Durga Bhowanny, of 10 G. Diviſion.

Mahomed Waſeek, Mahomed Amzed, Mahomed and Ally Aſhruf, Chowdries of Pergunnah Illabad.

Chowdries and Connongoes of Pergunnah Boamy.

Sawed Ulla, Hoamed Ulla, Chowdries of Pergunnah, Noor Ulla Hyatnagur, Chowdries of Pergunnah Sengargong.

Ramkiſhen Guttuck Hier to Puneſram Guttuck, Chowdry of Pergunnah Goonanundy, 2 Annas Diviſion.

Sied Mahomed Nazir, Son of Sied Mahomed Nazir, Sied Mudden Reza, Brother to Sied Ally Reza, Sied Mutty Ulla, Son of Sied Inact Ulla, Sree Kiſhen Sien, Son of Rammiſſer Sien, Hurryhur Sien, Son of Hurriſhen Sien, and Kiſhen Govind Day, Son of Gunga Govind Day, Chowdries and Cannongoes of Pergunnah Turruf.

Chowdries of Tuppa Ibrahimpoor, 13 A. 12 G. Diviſion.

Ram Jagernaut Doſs, and Haurije, &c. Nephews, &c. of Ramdea Doſs, Chowdry of Pergunnah Goonanundy, 2 An. 3 G. 1 C. Diviſion.

Golaum Mahady, Golaum Aſgur, and Mahomed Akber, Chowdries of Tuppa Fuzzeabad.

Annaum Ullah Chowdry, &c. Son and Grandſon of Mahſoom Khan, Chowdry of Pergunnah Doolye, of 4 Annas 5 Gundas 1 Couries Diviſion.

Mahomed Ikbal, Talookdar.

Haamed Ahmed, Rehim, Chowdries of Jowaranundpoor.

Gorachurn, and Gourkiſhen Doſs, Talookdar.

Noorun Niſſa Khanum, Talookdar.

Meer Golaum Ally, Chowdry of Pergunnah Dawoodpoor, 12 An. Diviſion.

Raje Luckeen, Chowdry of Pergunnah Goonanundy, 6 Annas Diviſion.

Ramſurren Roy, and Pertaubnarain Doſs, &c. Chowdries of Pergunnah Joogdea.

Caala Gauzy Chowdry, &c. Son and Grandſon to Abdulla Khan, Chowdry of Pergunnah Doorlye, 2 A. 14 G. 3 C. Diviſion.

Ramcaunt Naig, Son of Seteram Naig, Rajekiſhen Sien, and Sreekiſhen Sien, Talookdars of Moza Goſſimagon.

Buddy Jummaun, &c. Grandſons of Sheck Dara, Chowdry of Perguunah Narainpoor, 8 A. 11 G. Diviſion.

Ramkiſweer, Chowdry of Pergunnah Mooſagur, 4 A. Diviſion.

Rammohun Roy, &c. Sons of Ramiſſer and Ramkiſhen, Chowdries of Goomanundy, 3 A. 14 G. Diviſion.

Rajechunder Choudry, and Pertaubnarain Choudry, Brothers to Kiſhen Chowdry and Bheemnarain Chowdry, of Pergh Sajepoor, &c.

Durga Churn Roy, of Pergh Secydy, 5 A. 8 G. 2 C. Diviſion.

Sreemunt Naig, Son of Govindram Naig, and Audit Chund Naig, Son of Shaam Naig, Chowdries of Pergunnah Nowabad.

Sied Aboo Torab, Sied Golaum Ally, and Sied Hoſſien Ally, &c. Chowdries of Pergunnah Couchunpoor.

Abdul Khier Choudry, of Jowar Luckunpoor.

Mirtunjoy Dutt, Heir to Ramjoy Dutt.

Biſhen Ram Sein, &c. Talookdars in Pergunnah Conchunpoor.

Chacoury Roy, &c. Nephews of Jadoo Roy, Chowdry of Pergunnah Goonanundy, 2 A. Diviſion.

Rajechund Sing, Grandſon to Durga Ram joy Sing Roy, Chowdry of Tuppa Furrokabad, 4 A. 15 G. Diviſion.

Radha Madho Dey, of Tuppa, Furrokabad, 3 A. 5 G. Diviſion.

Daniſh Mahomed, Heir to Fulleh Khan, Chowdry of Pergunnah Doorlye, 9 A. Diviſion.

Kiſhen Govind Roy, Grandſon to Hurry Hur Roy, Chowdry of Pergunnah Goonanundy, 2 A. Diviſion.

Ruttun Kiſhen, Rajekiſen, and Ramkiſhen Roy, Heirs to Ragonoth Roy, Choudry of Pergunnah Frah, 1 A^{s} 17 G^{s} 2 C^{s} Diviſion.

Ramkiſhen Guttuck, Heirs to Ramperſaud and Rammohun, Choudries of Pergunnah Perchaudre, 4 Annas Diviſion.

Rajenarain Serma, Son of Ram Ram Serma, Choudry of Pergunnah Nuſſur Weyeal, 2 Annas Diviſion.

Ram Rutten Sing, and Kiſhen Chund Sing, Grandſon to Durga Ramjy Sing, Choudry of Tuppa Furrokabad, 4 A^{s} 15 G^{s} Diviſion.

Ilha Gauzy Choudry, Grandſon to Inact Gauzy Choudry, of Pergunnah Himatabad, 1 A. 2 C^{s} Diviſion.

Kiſhen Mungle Sing, Son to Kiſhen Ragonoth Sing, Chowdry of Tuppa Furrokabad, 3 A^{s} 5 G^{s} Diviſion.

Counge Kiſweer, and Ram Kiſwar, Chowdries of Perg^{h} Mooragur, 12 A^{s} Diviſion.

Sumboo Chund Roy, Raje Chund Roy, Hur Chund Roy, and Tulluch Chund Roy, Grandſon to Nurnarain, Choudry of Perg^{h} Chaampore.

Ruttun Kiſhen Roy, Sree Narain Roy, Raje Kiſhen Roy, Heirs to Ramanant Roy, Chowdry of Pergunnah Sugdy, 1 An. 4 G^{s} Diviſion.

Ramperſaud Guttuck, Grandſon to Purrus Ram Guttuck, of Pergunnah Goonanundy, 2 Ann^{s} Diviſion.

Ramſunker Chowdry and Azoodeo Ram Chowdry, Grandſons of Rutneſſer Roy Chowdry, of Pergunnah Coſſepoor.

Roopnarain Roy Chowdry, &c. Heirs to Nurroteem, and Kiſhen Ram Roy, Chowdries of Pergunnah Itakadoor, Coſſimpoor, Machooa Khal.

Ruttun Kiſhen Roy, Ram Kiſhen Roy, Raje Kiſhen Roy, Brother to Kiſhen Roy, Soodaram Roy, of Perg^{h} Sreechaul.

Colly Sunher Roy, Seonarain Roy, Mirtonjoy Roy, and Succoor Mahomed, their Zemindarry of Pergunnah Mihitchaul, in the name of Caamdeo Roy, Ramdeo Roy, and Nurſing Roy.

Kurrynaut Serma, Joogul Kiſhwur Serma, and Ruttum Mollanaraing Debea, Chowdries of Pergunnah Momingſing and Jaffeerſhahy.

Joynorain Goſſaul, Chowdry of Tuppa Jynagur.

Setaram Roy, Ram Caunt Roy, and Ramkiſhen Roy, Heir to Ramanaut Roy, of Pergunnah Sugdy, 16 A^{s} Diviſion.

Sied Aſgur Hoſſein, Son of Sied Abul Hoſſein; and Sied Hyder Hoſſeim, Son of Sied Sufder Hoſſeim; and Sied Gouſel Hoſſein Hoſſeen, Grandſon to Sied Budder Uldein Hoſſein, Choudries of Pergunnah Gudda Hoſſein Nagore.

Rammohun, Choudry of Pergunnah Jubbagong, 1 An. 17 G^{s} 2 C^{s} Diviſion.

Jugmohun, Choudry of Pergunnah Narainpoor, 7 A^{s} 5 G^{s} Diviſion.

Nurſing Roy, Peraun Kiſhen Roy, and Ramgutty Roy, Heirs to Ragoram Roy of Pergunnah Torah, 4 G^{s} Diviſion.

Rajenarain Roy, Muthranaut Roy, Heirs to Ramchund Roy, Choudry of Pergunnah Torau, 2 A^{s} 8 G^{s} 2 C^{s} Diviſion.

Collynoth Roy, Choudry of Pergunnah Caugmany, 6 An^{s} Diviſion.

Ram Zomaul, Farmer of Pergunnah Homtabad, 14 A^{s} 19 G^{s} 2 C^{s} Diviſion.

Khur un Niſſa, Zemindar of Pergunnah Ameerabad.

Shawiſta Gauzy, Heir to Adum Khan, Chowdry of Pergunnah Torah, 2 A^{s} 8 G 2 C^{s} Diviſion.

Luckenarain Dey, Son of Dowlet Ram, and Coſſiſſerkun, &c. Choudries and Cannongoes of Pergunnah Pootee Khoraw.

Imaum Bukſh Khan, Chowdry of Pergunnah Atyea, &c. 4 Ann^{s} Diviſion.

Allif Khan, Chowdry of Pergunnah Atya, 4 Annas Diviſion.

Bholaut Roy, Seonoth Roy, and Sumboonaut Roy, Grandſons to Ram Bulleb Roy of Pergunnah Mehar, 1 A^{s} 6 G^{s} 3 C^{s} Diviſion.

Punchanan Roy, Grandſon to Luckey Roy, of Pergunnah Mehar, 1 A. 10 G^{s} Diviſion.

Pertaubnarain Roy, Radakiſhen Roy, Kirtbaus Roy, and Ragenarain Roy, Heir to Sookdeo Roy, of Pergunnah 2 A^{s} Diviſion.

Sied Seraje Ally, Choudry of Pergunnah Bhur Bauzao, 7 A^{s} 10 G^{s} Diviſion.

Dyamye Chowdrawin, of Pergunnah Cockmany, 5 A^{s} Diviſion.

Kiſhen Chund Roy, Grandſon to Indernarain Boſe, Talookdar.

Shaam Chunder Serma Chowdry, Grandſon to Sree Kiſhen Serma Chowdry, and Nephew to Kiſhen Chowdry, of Perg^{h}, Momingſing, and Ihahy, 8 Annas Diviſion.

Ibaad Ulla Khan, Zemindar to Perg^{h} Ameerabad.

Mirza Mahomed Kurreem, Mirza Hoſſeim Ally, and Mirza Mahomed Ally, Zemindar of Tupa Amboul.

Mirza Mahomed Hoſſein, Zemindar of Pergunnah Futcarra.

Ilha Jear Khan, Chowdry of Perg^{h} Aty, &c. 8 Annas Diviſion.

Peraun Kiſhen Roy, and Ram Lochun Roy, Great Grandſons of Rajah Ram Chowdry, Perg^{h} Mehar, 2 Annas Diviſion.
Anunt Deo Roy, Chowdry of Perg^{h} 3 A. 3 G. 1 C. Diviſion.
Juggut Peraun Gopy Roy, Chowdry of Perg^{h} Cockmarry, 5 An^{s} Diviſion.

A true Tranſlation.
(Signed) G. F. CHERRY.
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Gov^{r}.

N^{o} 28. Tranſlation of a Perſian Addreſs from the Zemindar of Beerbhoom, preſented by his Vackeel.

X X.

Papers delivered by Golaum Hyder Khan, Vakeel to the Zemindar of Purgunnah Beerbhoom, &c.

Petition under the Signature of Golaum Hyder Khan, Zemindar of Pergunnah Bheerbhoom.

My Conſtituent has prepared and written under his own Seal, and that of his principal Servants and Officers, an Addreſs relative to Mr. Haſtings, which he has tranſmitted with a Copy to your Lordſhip, in the Hope that your Lordſhip will be pleaſed to direct that it may be tranſlated into Engliſh, and the Original and Tranſlation be forwarded to Europe.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Gov^{r}.

X X.

Under the Seals and Signatures as under-written.

I, Mahomed Zemaun Khan, Son of Mahomed Behadre Zemaun Khan, deceaſed, Zemindar of Pergunnah Bheerbhoom, &c. in the Soubah of Bengal, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts, remove the Doubts that have poſſeſſed the Minds of the Gentlemen in England, that Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him; nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice. He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it, but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all. He deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppreſſors by his Juſtice, and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice; and we at all Times during his Government lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guarded the Religious

Cuſtoms of each from the Effects of Miſfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what we have ourſelves ſeen, and the Facts that happened from him.

The Seals and Signatures to this Addreſs.

Mahomed Zemaun Khan,
Mahomed Immaum Bukſh Ramnaut,
Syed Golaum Hoſſein,
Golucknaut Sing,
Durm Doſs Serma,
Chytonchurn Doſs,
Ram Caunt Ghoſe,
Mozuffer Ally Hoſſuny,
Behadre Sing,
Teharam Deb Serma,
Mahomad Zemul ul Dein,
Ragonaut Doſs,
Bannyram Doſs,
Goburdhun deb Serma.

A true Tranſlation.

(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.
E. Hay,
Secy to the Govt.

Nº 29. Tranſlation of a Perſian Addreſs from Khan Jehan Khan, and the reſt of the Inhabitants of Hoogly, preſented by his Vackeel.

y y.

Papers delivered by Mahomed Mhyul Dien Khan, Vakeel to Khan Jehan Khan Behadre Jeſſarut Jung.

Petition under the Signature of Mahomed Mhy ul Dien Khan, Vakeel to Khan Jehan Khan Behadre Jeſſarut Jung.

The Reſidents and Natives of the Bunder (Factory) of Houghly have written and affixed their Seals to an Addreſs relative to Mr. Haſtings, and have tranſmitted the Original and Copy to your Lordſhip; I humbly requeſt your Lordſhip will be pleaſed to order the Addreſs to be tranſlated by the public Officer of Government, and that the Tranſlation and Original may be ſent to Europe.

A true Tranſlation.

(Signed) G. F. CHERRY.
D. P Tr.

A true Copy.
E. Hay,
Secy to the Govt.

y y.

Under the Seals as under-written.

We, the Inhabitants and Natives of the Bunder (Factory) of Houghly and its Environs, in the Soubah of Bengal, humbly repreſent to His Moſt Gracious Majeſty the King of England, and to the upright Aſſembly, the Comptrollers and Directors of the Company, that Mr. Haſtings, from his Nomination to the Government of this Country until the Time of his Return to Europe, ſecured our Satisfaction and Happineſs by his pleaſing Deportment and commendable Virtues; he preſerved the Affairs of this Country of every Denomination in the Channel of eſtabliſhed Uſage and Cuſtom, ſo that Mankind, whether Merchants, Officers, Travellers, Strangers, or Tradeſmen, with the moſt perfect Eaſe of Mind and Security employed themſelves in ſeeking their Subſiſtence, in Happineſs and inward Gratitude praying for the Extent of His Majeſty's Reign, and the Company's Authority. That Gentleman was ſo attentive to the Protection and Safety of the Country, that no Diſturber or Rioter on any Side could extend the Hand of Oppreſſion and Tyranny.—He eſtabliſhed Courts of Juſtice according to the reſpective Religions and Sects; and notwithſtanding the Want of Rain, the dreadful Effects of Famine were warded off by the Wiſdom and Prudence of his Meaſures and Arrangements. He ſettled the Courts of Criminal and Civil Juriſdiction (Fouzedary and Dewanny) on a new Footing, by which Mankind were guarded againſt Thieves and Murderers. He founded a College for the Propagation of Learning, and fixed an Income and Degrees for the Students, ſo that to this Moment the Learned and Students enjoy the Benefits and Advantages thereof, and pray for the Proſperity of His Majeſty's Reign, and the Company; and we Moguls and others, whether Men in Service or Merchants, always lived protected from the Frauds of the Times under the Shadow of his Care and

Kindneſs. He never coveted our Character, Property, or Wealth, nor did he ever act by Force or Oppoſition. In ſhort, we, during the Government of Mr. Haſtings, enjoyed Peace and Quiet, and in no Reſpect experienced Diſtreſs or Hardſhip, and are pleaſed with his Qualities and Virtues.

Written 11 Shabaan 1202 Hejeree, 17th May 1788.

The Seals to this Addreſs.

Khan Jehan Khan Behadre Zeſonot Jung,
Meer Solemaun Khan Behadre,
Mohamed Joffier,
Mohamed Joffier,
Allum Chund,
Annundram,
Aboo Torab,
Baker Saheb,
Meer Mahomed Hoſſein Hoſſeiny,
Shiek Khyar Ulla,
Amed Alley,
Abid Mahomed,
Abdul Haleem,
Mahomed Caazim, Sheriff,
Mahomed Ally,
Sied Meerun,
Rahmaut Ullah,
Kurream Bukſh
Azmut Ullah,
Mahomed Tucky,
Abdukoo Cozim,
Sied Bukoh Ally,
Subgut Ulla,
Ally Mahomed,
Ally Mahomed,
Mahomed Baker, Son of Mahomed Hoſſein,
Anoopram,
Mahomed Ibrahim,
Mahomed Mahady,
Golaum Muſtafa,
Mahomed Rekem,
Nund Loll So Hay,
Fuker Ul Deen Mahomed,
Meher Ulla,
Punna Ally,

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y}. to the Gov^{t}.

N° 30. Tranſlation of a Perſian Addreſs from the Zemindar of Pachete, preſented by his Vackeel.

Z Z.

Papers delivered by the Vakeel of Maha Rajah Ragonaut Narain, Zemindar of Pachete.

Petition under the Seal and Name of Rajah Ragonaut Narain.

I have prepared an Addreſs under my Seal relative to Mr. Haſtings, and tranſmit it to your Lordſhip, who, I hope, will be pleaſed to order it to be publicly tranſlated, and the Original and Tranſlation be forwarded to Europe.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Gov^{t}.

Z Z.

Under the Seals and Signatures as under written.

I Ragonaut Narain, Zemindar of Pachete, in the Soubah of Bengal, have heard that the Gentlemen in England are diſpleaſed with Mr. Haſtings, on Suſpicion that he oppreſſed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiſe-worthy Actions, full of Prudence and Rectitude, Friendſhip and Politeneſs, of Mr. Haſtings, poſſeſſed of great Abilities and Underſtanding; and by repreſenting Facts remove the Doubts that have poſſeſs'd the Minds of the Gentlemen in England. That Mr. Haſtings diſtributed Protection and Security to Religion, and Kindneſs and Peace to us all. He is free from the Charge of Embezzlements and

Fraud, and his Heart is void of Covetouſneſs and Avidity. During the Period of his Government no one experienced from him other than Protection and Juſtice, never having felt Hardſhips from him, nor did the Poor ever know the Weight of an oppreſſive Hand from him. Our Character and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foreſight, and preſerved by the Terror of his Juſtice: He never omitted the ſmalleſt Inſtance of Kindneſs and Goodneſs towards us and thoſe entitled to it; but always applied, by Soothings and Mildneſs, the Salve of Comfort to the Wounds of Affliction, not allowing a ſingle Perſon to be overpowered by Deſpair. He diſplayed his Friendſhip and Kindneſs to all; he deſtroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppreſſors by his Juſtice, and by this Conduct he ſecured Happineſs and Joy to us. He re-eſtabliſhed the Foundation of Juſtice, and we at all Times, during his Government, lived in Comfort, and paſſed our Days in Peace. We are many, many of us ſatisfied and pleaſed with him. As Mr. Haſtings was perfectly well acquainted with the Manners and Cuſtoms of theſe Countries, he was always deſirous of performing that which would tend to the Preſervation of our Religion, and of the Duties of our Sects, and guard the Religious Cuſtoms of each from the Effects of Miſfortunes and Accidents. In every Senſe he treated us with Attention and Reſpect.—We have repreſented without Deceit what ourſelves have ſeen, and the Facts that happened from him.

The Seals and Signatures to this Addreſs.

Maha Rajah Ragonaut Narain.
Kiſhen Caunt del Serma.
Colly Churn Serma.
Khoſaul Chund Serma.
Narain Serma.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Secr^{y} to the Gov^{t}.

N° 31. Tranſlation of a Perſian Addreſs from ſome of the Inhabitants of Calcutta, which was delivered to the Secretary by Meer Zahid and others.

a a a.

Tranſlation of Petition delivered to Edward Hay, Eſq. Secretary to the Government, by Meer Zahid Mowlarry Abdoolah Moazim Ally and others, and Seyed Rook Ullah, the Vakeel of Meer Bendeh Ally Khan Behadre.

We, the Inhabitants of the Town of Calcutta, having prepared an Addreſs relative to Mr. Haſtings, under our Seals and Signatures, do preſent the ſame, together with a Copy thereof, to the Council, having in their Kindneſs cauſed this Addreſs to be tranſlated by the Officers of the Company, will be pleaſed to ſend both the Original and the Tranſlation to England.—We have thus requeſted what was proper.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T^{r}.

A true Copy.
E. Hay,
Sec^{y} to the Gov^{t}.

a a a.

Tranſlation of the Addreſs delivered to Edward Hay, Eſq. Secretary to the Government, by Meer Zahid, and other Inhabitants of Calcutta.

We, the great and principal People, Merchants, and others, Men of different Sects and Perſuaſions, Inhabitants of the City of Calcutta, Part of the Territories of the Engliſh Company (whom may God long preſerve in Proſperity), having heard that the exalted Rulers of England, and they who preſide over the Courts of Juſtice, have received Diſpleaſure in their humane Hearts againſt Mr. Haſtings, upon Suſpicion that he took the Money and Effects of us the Inhabitants of this Country by Fraud and Treachery, and entirely ruined the Government of the Company.—Therefore we, the People aforeſaid, with a perfect Unanimity, both in Expreſſion and Meaning, according to the Precepts of our ſeveral Religions and Cuſtoms, the Obſervance of which we always make the Object of our Hearts, do, for the Purpoſe of diſpelling the Doubts of the exalted Gentlemen aforeſaid, bring from behind the Curtain of Concealment, and place upon the Public Seat of Notoriety, ſuch a Repreſentation of the Character, and ſuch a Relation of the Words and Actions of Mr. Haſtings, whoſe Diſpoſition is worthy of all Praiſe, as is true and certain, and fully proved and clearly demonſtrated, and free from Ornament and Exaggeration. From the Time that he was appointed to, and became inveſted with, the Government of Calcutta, till the End of his Adminiſtration, he was always occupied in the Welfare of the Reyats, and the Improvement of the Country, in the Support of the Weak, in healing the Oppreſſions and Injuſtice of bad Men, in good Offices to the Great and Small, in the Perſervation of the Rules of Government, and in Attention to the Rights and Degrees of Men nobly deſcended, in the Encouragement of Men of Merit and Learning, in laying the Foundation of Virtue, as for Example, by building Colleges and Schools, in keeping alive the Learning of every Sect and Perſuaſion, in giving Eaſe to the Landholders and the Merchants, in diſpenſing Juſtice to the injured and oppreſſed, in ſpeaking the Language of Conſolation to the Humble as well as to the Great, in conciliating the Hearts of Princes, whether Friends or Enemies, and in the Welfare of the Company.—In ſhort, throughout the Territories under the Government of the Company there is not a ſingle Individual who has not received from the well-ſpread Table of Mr. Haſtings's Bounty whatever he was entitled to; and we, the Inhabitants of this Town of Calcutta, have for our Parts repreſented only that which we have ourſelves ſeen of the Kindneſs, the Care, the Knowledge of what was right, and the Humanity of Mr. Haſtings, who could diſtinguiſh what was juſt from what was unjuſt, who in his Exemption from Avarice was unequalled, the Fountain of good Diſpoſitions, and the Aſſemblage of Mercies; we were and are in every Way ſatisfied with and grateful to Mr. Haſtings, and ſweet and refreſhing to our Tongues are the Words with which we utter his Praiſes.

Written on 2d of Bhaudan, 16th Aug. 1788.

Khandim Uſherrah Mowlovy.
Shurryal Ullah Kauzy, of the Sudder at Calcutta.
Under this Seal is written, in Arabic,
“ The Things which have been proved to me by ocular Demonſtration, are
“ greater than thoſe which are mentioned in this Paper.”
Molovy Mujjud U Dien Mahomed, Head of the College at Calcutta.
Under this Seal is written, in Arabic,
“ No Perſon, however ſkilled in giving Praiſe, can deſcribe his Diſpoſition; he
“ exceeds every Thing that can be ſaid in his Favour.”
Umdut Ul Joogaur Hadjy Kerbeloy.
Mahomed Merch Mahomed Nubby Ullah.
Under this Seal is written,
“ Meerza Duſtry of the City of Iſpahan.”
Kullunder Ally Bug.
Under this Seal is written,
“ Grandſon of the Nawaub Zul Fikar Jung.”
Ally Nakky Khan.
Under this Seal is written,
“ Grandſon of the Nazim of the Soubah of Bekker.”
Mahomed Tucky Khan.
Under this Seal is written,
“ Son of the Nawaub Sief Ullah Khan, Nazim of the Soubah Tateh.”
Ally Zamin Khan, the Son of Ally Nukky Khan Bauſhy, one of the Noblemen of eminent Rank of Hindoſtan.
Under this Seal is written, in Arabic,
“ No Writing can comprehend his Praiſes; how then is it poſſible that Speaking
“ ſhould comprehend them?—O my Brethren, I know him no otherwiſe than
“ as he was truly, a Man of Juſtice, and an upright Chief.”
Row Anunt Ram Behadre.
Under this Seal is written,
“ The Brother of Righty Indre Meerza Raja Maha Raja Govindram Behadre.”
Molovy Mahomed Moſhurruf.
Beſſember Pundit, the Vakeel of the Mahrattahs of the Goſleh Race.
Hurry Budder Pundit, Nephew of Beſſember Pundit.
Molovy Mahomed Aſoof.
Under the Seal is written, in Arabic,
“ His Praiſes, as ſet forth in this Paper, were as conſpicuous as the Sun at
“ Noon.”
Molovy Hafiz U Dien Mahomed.
Molovy Mahomed Raſhed.
Molovy Khoda Newaz.
Molovy Mahomed Monaum.

Aſhun Uzamaun Rajy Rehmaun.

Under this Seal is written, in Arabic,

" He was a Son from which there flowed no Light but that of Juſtice and Equity,
" and which did away nothing but the Darkneſs of Untruth, Diſobedience,
" and Contumacy."

Baboo Sunker Dutt, the Son of Rajah Shree Kiſſen Sing, the Zemindar of the Diſtrict of Chumparun.

Molovy Mahomed Kauſim.

Under the Seal is written, in Arabic,

" Whatever is ſaid in his Praiſe, in theſe Lines, is proved to all Men."

Golaum Hoſſein.

Meer Mahomed Saudick Khan Behadre, the Nephew of Hubbeeb Ullah Khan, a Commander of the Mahrattas.

Under this Seal is written, in Arabic,

" I ſaw nothing in his Adminiſtration but Juſtice and Goodneſs, nor did I hear
" any during his Government except Safety and Security."

Molovy Kauſim Ally.

Molovy Meer Ramzaun Ally.

Aratoon Khan, an eminent Merchant of Bengal, the Son of Petruſe, an Armenian Chriſtian.

Mahomed Jummal Hafezy Koran.

Khajah Warnis, Armenian.

Shurreut Ullah Khan Behadre.

Sheer Ally Hoſſieny.

Kumber Ally.

Imzſul Ullah.

Rooh Ul Ameen.

Doſt Mahomed.

Mahomed Ameen.

Golaum Hoſſein.

Etbaur Ally Khan.

Mahabut Ally Khan.

Nujeef Ullah Hoſſein.

Golaum Ally.

Obdul Gheffer.

Rajah Deachurn Behadre, a Man of Rank, and one of the principal Merchants of Calcutta.

Molovy Azeezullah.

Molovy Ifaas U Dien Hoſſein, commonly called Mew Hoſſien.

Golaum Sufder.

Molovy Mahomed Aſſur.

Mahomed Arreeſh.

Nazir U Dien Mahomed.

Ally Nukkee Khan Behadre, the Nephew of the Nawaub Kefauyet Khan, the Nazim of Lahore.

Rumber Ally Khan, the Brother of Ally Nukky Khan.

Mahomed Ally.

Abool Kaſim Khan, the Son of one of the Nobles of Hindoſtan.

Mahomed Sadock.

Molovy Mahomed Rubbejah Piddeiky.

Golaum Gefur.

Mahomed Ariff.

Abdhoo Mahomed Monaun.

Khan Jehan Khan Behadre.

Jeſarut Jung, Grandſon of Sujah Kooly Khan, Naib of the Nawaub Suja U Dowla, deceaſed.

Mahomed Kauſim Khan, Son of a Nobleman of Hindoſtan.

Syed Mahomed Khan, Son of a Nobleman of Hindoſtan.

Ally Nukky Khan, Son of a Nobleman of Hindoſtan.

Noor U Dien Mahomed.

Futteh Mahomed.

Mahomed Wazzer.

Sahab Dud Khan.

Serray u Dein Ally Khan, the Son of a great Man and a Teacher.

Syed Attur Ally Khan, the Son of Wullah Oolah Khan, one of the Munchubdars and Royal Phyſicians.

Mahomed Jummaul.

Moneer u Dien Sidduck, Mokurrem Ally.
Seiadat Ally Hoſſein Azmut Ullah.
Majeh Rajah Mahomed, the Nephew of Fukker u Toojaur, deceaſed, one of the firſt Merchants of Caſhmeer.
Meer Abroo Faulib.
Murza Mahomed Jaffier, a Son of Mahomed Rauzim Khan Behader.
Mirza Mahomed Baker, a Son of Mahomed Razim Khan Behaudre.
Nuzem u Dien Mahomed.
Rehncuin Bokih.
Nuſſer u Dien Mahomed.
Alabd Mahomed Hoſſein.
Mahomed Irmeul.
Fuzzallah Beg.
Dien Ullah.
Akbar Ally Hoſſein.
Syed Mahomed Zaker.
Rummauld u Dien.
Amuddy Sudduky.
Al Hajy Abdolah of Mecca.
Golaum Hyder Khan.
Moonſhee Hyder Ally.
Molovey Syed Arzee u Dien Ally.
Syed Budder u Dien Ally Khan Behadre, one of the ancient Nobles of the Empire, the Vakeel of the Son of Sujah ul Dowlah.
Akbar Ally Khan, Son-in-law of the Nawaub Munnear u Dowla, deceaſed, who was a Counſellor of the Emperor Shaw Allum.
Hyder Ally.
Mahomed Zauker.
Meer Abdl Berhum Tubbah Tubbeh, the Brother of Mirza Kheattell, who was one of the Nobles of Perſia, and in Hindoſtan the Vakeel of the Newaub Mirza Muzziff Khan Zelfcher u Dowla, Amen ul Omrah.
Imaum Ally.
Khier u Behmeuim Dulleel u Dien.
Moonſhee Mahomed Khan.
Moonſhee Barkut Ullah.
Rujjib Ally Khan.
Safder Ally
Imaun Bokſh.
Syed Hyder Ally, the Daroga of the Fouzdary Adawlut at Calcutta.
Shiek Waunis Ally.
Abb u Ruſſul, the Son of Khaujah Waffah, an eminent Merchant of Caſhmeer.
Raſhid Ally.
Wauriſs Ally.
Goloum Nobby.
Allah Ullah
Mahomed Koorum.
Mudnir Bokſh.
Aſhruff u Dowla.
Intizum ul Moulk Meer Bundee Ally Khan Behadre Sumſhee Sung, Grandſon of Syed Ameun Ullah Khan, one of the Nobles of the Emperor Allum Ghur.

Under this Seal is written in Arabic,

> "The Praiſes here beſtowed on him are all ſhort of thoſe to which he is intitled
> "for his Juſtice and Equity,"

Molovy Mauzum Ally.
Abd Ullah.
Hyder Hoſſein.
Mahomed Golaub.
Syed Kudrut Ally.
Nujjiff Ullah.
Jaffer Ally Ruzoy.
Nuzummiel Ally Hoſſein.
Nazir Mahomed Khan, the Son of Joher Mahomed Khan, who was diſtinguiſhed Chief of the Emperor, and Son-in-Law of the Nawaub Mund Khan.
Syed Mahomed Khan, the Son of the Nawaub Morud Khan, and Brother-in-Law of Nazir Mahomed Khan.
Mahomed Ramell, the Son of Nazir Mahomed Khan.
Abel Ul Ruſſool Beg, the Brother of Nazir Mahomed Khan.

Mirza Mahomed Wauriſs, the Son of Nazir Mahomed Khan.
Mahomed Hoſſein.
Shoker Ullah Hoſſein.
Aboo Ally.
Hajy Abd Rehum.
Munſoor Ally Hoſſein.
Syed Behadre Ally Khan.
Buddee u Dien Mahomed.
Akbar Ally.
Amd Zumein Hoſſein.
Moneer u Dien Sidduh.
Budely Zumaun Hoſſein.
Shech Mahomed Mukhean.
Mahomed Ally Bokſh.
Mahomed Waulah.
Ahum u Dien.
Mahomed Auriff.
Attah Ullah.
Molovy Ruffyell Djen Mahomed.
Arjun Jeynaul Jey Bunawary.
Mahomed Muhheen.
Iband Ullah.
Golaum Hoſſein ul Hoſſein.
Mahomed Khulleal.
Bugwunt Row, the Vakeel of Maha Raja, Pateet Madagee Sindea Behadre.
Roy Sunker Roy Behadre, the Vakeel of Beetel Row Sindea.
Joraub Ally Hoſſein
Shiruff u Dien Auhmed
Mahomed Nukky.
Rujjub Ally
Rainſing Roy, the Vakeel of Sehwage Mohher Rajah Derajee Rajah Pertoub Sing, the Rajah of Joynagur.
Pyror Mull, the Gomaſtah of Raja Caſhmery Null.
Muzu ul Huk.
Mahomed Tuckey.
Faay u Dien Mahomed.
Golaum Ruſſool.
Gocul Chund Choley, the Vakeel of the Nawab Saadett Ally Khan Behadre, the Son of the Nawab Vizer ul Momaluck Sujaniſt Dowler Behaudre.
Gopaul Chund Chobey.
Mahomed Koheen Koorurty.
Goloaum Shaw Murdaun.
Himmueh Ullah Hoſſein.
Reaſut Ullah Ahmud.
Odey Kurn Doſs Bridg Kun Coſs.
Otum Chund.
Judoo Ram Sing.
Saheb Ram Muehhoon Loll.
Jurrooſſchund Ameer Chund.
Monohur Doſs Doſs, the Son of Gopaul Doſs.
Saw Goorſehpoy Corhaul Chund, the Gomaſtah of Gopaul.
Doſs Saw.
Raja Ram Manick Jee.
Meer Syed Mahomed.
Mahomed Tukky.
Mahomed Azuz.
Mahomed Ally.
Maeomed Zaumeer.
Abdol Jelliel Hoſſein.
Kumnier u Dieen.
Aſud Ally.
Noor Ullah.
Beer Bheum, the Vakeel of the Durwall Nuller O Dowla Dil Dillier Khan Behadre, the Brother of Nawaub Mozuffer Jung Behadre, who is the Son of Nawaub Ahmed Khan Behadre Ghautib Jung Bunguiſh.
Sumbonaut, the Gomaſtah of Rajah Butcherage.
Munſur Chund.

Tuzle u Dien Mahomed.
Golaum Joumon Huſſein.
Mouſa Ally.
Kummer u Diem Ambed.
Golaum Hoſſein Hoſſeiny.
Mooty Loll, the Vakeel of the Nawab Fyzoola Khan, the Son of Ally Mahomed Khan, Inhabitant of Rungpore.
Ahmedy of Mecca.
Saad u Dien Ahmed.
Booſhaun Hoſſein.
Mahomed Hatim.
Zahoor ul Huk.
Gholaum Byraum Hoſſein.
Roo ul Ameen Hoſſein.
Mohib Ullah Hoſſein.
Mahomed Hakim.
Omed Reza.
Mahomed Monoi.
Syed Suddun.
Gool Mahomed.
Mahomed Arhum.
Deedar Mahomed.
Golaum Ombeak.
Khier u Dien Mahomed.
Abdool Ally Hoſſein.
Abdool Moally Hoſſein.
Molovy Mahomed Yeaſen.
Molovy Burkut Ullah.
Buddy u Zummaun.
Moonſhee Hoſſein Ally Hoſſein.
Golaum Atkjeh.
Molovy Mahomed Baher.
Ballaby Hurt Doſs.
Shree Narain Moſtofy.
Golaum Nubby.
Hurry Ram Pundit.
Sumboonaut Pundit.
Raniſeeta.
Molovy Meer Jervod Ullah.
Golaum Moſtoptech.
Meer Jaumy.
Abdool Azuz.
Sheih Azeem u Dien.
Sumſu Dien Hoſſein.
Mahomed Waujib.
Bahadre Sing, Treaſury—at the Khalſa Treaſury.
Rada Govind Goſe.
Anoop Narain.
Ramkaunt.
Gunga Perſaud.
Ramſoonſder.
Shum Shunder.
Rauzehund.
Shahut Ram.
Bugevun Ram.
Ramkiſſhore.
Jogyram.
Ramram Rarcoon.
Siviroop Loll.
Purrum Sook.
Ramſunker.
Perbutty Churn.
Sirridhur.
Bolanaut.
Nurſing Ghoſe.
Gopenaut.
Ram Lochun.

Moonſhee Mungul Sing.
Moujyram.
Jugmohun.
Bondmull, Suviſtahdar of the Nuſheh of the Khalſa.
Berronaut Mullick.
Doolub Ram Sing.
Shaum Raum-Seni.
Bolanaut Sing.
Shaum Sunder.
Hirogopaut Sing, the Son of Buken Sing, Canoongoe of the Pergunnah of Balagautch, in Sircar of Hadjeepore, in the Soubah Behar.
Kiſhen Mungul.
Kiſhen Mungul Doſs.
Nurſing Doſs.
Gurmohun Ghoſe.
Sadooram Sein.
Goddur Seing.
Suddanund.
Doolol Sein.
Ramperſaud Doſs.
Lucheynarain Kunt.
Niel Kunt.
Moonſhee Koſaul Chund.
Gocul Chund.
Nuwajee Loll.
Birjomohun Sormah.
Moonſhee Hurnarain.
Nemoy Churn.
Durgachurn.
Rauznarain Surmah.
Kiſhen Kunt Surmah.
Sheonarain Ghoſe.
Ramnarain Surmah.
Mooty Loll Dey.
Sieb Ram Paul.
Juggernaut Sircar.
Juggomohun.
Ramconny Seal.
Biſſimber Day.
Buſhoon Churn Seal.
Ramperſaud Day.
Ruggho Mullick.
Chorton Churn Sear.
Sonauton Doſs.
Goumahum Ghoſe.
Rada Madow Dhutt.
Devim Doſe Ghoſe.
Ramnaut Mullick.
Sookchunder Doſs.
Bindabun Doſs.
Sundanunt Arnub.
Chotonchurn Chund.
Birdabun Seal.
Roychurn Dey.
Koſaul Chund.
Kiſhen Churn Arut.
Ramkiſſore Seal.
Sevo Sean.
Gopichurn Seal.
Kiſhenperſaud.
Choitun Churn Dutt.
Sookmoy Buriel.
Surgeechund Seal.
Chitunchurn Dutt.
Hurry Cloſs Mullick.
Soobachund Deir.
Kiſhen Churn.

Sonatun Mullick.
Monſookram.
Bungſee Buddum Seal.
Kuſſaul Biſſas.
Kaum Zemauldar.
Radacaunt Paul.
Lucheecaunt Burrell.
Golukchund Mundel.
Anumdram Dutt.
Raſbaharry Dutt.
Saroop Chund Seal.
Guddadhur Dutt.
Narain Seal.
Konny Pauly.
Sapply Ram Seem.
Gocul Way.
Gopee Churn Pudder.
Allamaram Burrell.
Moty Loll Paul.
Sonatum Arnub.
Roopchurn Seal.
Gourchern Dey.
Kiſhen Churn Seed.
Suring u Dein Turrufdar.
Monnich Muraetel.
Veſſooram Surmerk.
Konnaut Surmah.
Dhun Ram Surmah.
Shaum Sunder Surmah.
Colly Perſaud Surmah.
Colly Perſaud Surmah.
Gunganarain Surmah.
Biſhennaut Surmah.
Shirſt Dur Surmah.
Coſaul Surmah.
Ram Roy.
Kaunt Naut Surmah.
Gourree Kaunt Surmah.
Gocul Sean.
Modun Doſs.
Neelam Bur Surmah.
Hurrynaut Surmah.
Murtum Doſs.
Punchanund Surmah.
Monohur Surmah.
Gourhurry Doſs.
Sheoram.
Ramlochun Surmah.
Shaumboonaut.
Rammohun Surmah.
Sunjeib Sing.
Boyjeinaut Boſe.
Nemy Churn.
Zoehun Surmah.
Birjo Sunder Doſs.
Ram Miſſer Ling.
Ram Lochin Doſs.
Sadda Sheo Surmah.
Molukchund Surmah.
Guggemant Surmah.
Ram Vuttachage.
Ram Kiſſore Surmah.
Ram Raunt Surmah.
Hurriſſchunder Doſs.
Kiſhen Kinter Sunnah.
Ram Raunt Surmah.
Hurriſſchunder Doſs.

Kiſhen Kinber Sunnah.
Bowanny Perſaud Seim.
Ram Keſſore Surmah.
Ramjoy Surmah,
Ramperſaud.
Futty Chund Dutt.
Sery Chitunchurn Dutts.
Nundkomar Boſe.
Dataram Surmah.
Kiſſen Doſs.
Hurry Deb.
Ramperſaud.
Colley Doſs.
Munt Naick.
Suttunjub Surmah.
Subbanund Surmah.
Combey Caunt Surmah.
Neem Chund.
Hurry Kiſſen Seen.
Bowanny Metre.
Ramjoy Mullick.
Ramſunker.
Gunganarain Doſs.
Ram Doſs Dey.
Ram Hurry Surmah.
Sooknaut Doſs.
Chundychurn Surmah.
Hurriſſchunder Surmah.
Raſbaharry Metre.
Gelaum Shaw.
Golaum Nobby.
Mahomed Wanſul.
Mahomed Soobhaun.
Mahomed Kayem.
Sheits Azuz Ullah.
Fuzle ul Hoſſim.
Sheck Golaum Rechamarry.
Mahomed Azeen.
Mahomed Soommy.
Saum Sunder Surmah.
Ramſunder Shaw.
Mohun Loll.
Mierhafiz Ullah Khan.
Fizullah.
Goorchurn Surmah.
Dyaram Surmah.
Biſſen Churn Nundy.
Ramchunder Sein.
Gooperſaud Gore.
Ramchunder Seen.
Anundyram Turkſiddunt.
Ganganarain Surmah.
Comlaperſaud Durmah.
Comlaput Roy.
A Saram, the Brother of Sunarain, Canndogoe of the Purgunnah of Mane, in the Sircar Sarum.
Junkyram.
Banlyram,
Hurrynarain Guſt.
Biſſen Naut Surmah.
Juggernaut Surmah.
Gopinaut Dutt.
Joyram Surmah.
Kiſſenperſaud Boſe.
Bulram Dew.
Ramperſaud Dew Surmah.
Manick Surmah.
Nundullel Turkchooramony.

Govindram Chuckerbutty.
Gudeladur Surmah.
Allabed Moherbun Sing.
Ram Doyal.
Brejoy Anund Boſe.
Ruſskirk Loll.
Ram Sing.
Llenanaut Tervarry.
Lookloll.
Kurrem u Deen.
Mudden Mitre.
Churra Mund Sing.
Narain Mulick.
Bullub Sing.
Doomaul Sing.
Pumraund Sing.
Khirſtram, the Cannoongoe of the Purgunnah of Kooreh.
Raſbaharry Cannoongoe.
Ramſhurn Mull.
Ram Rany Mullick.
Shums u Deen.
Bachoo Sing.
Rehem u Dien.
Sehoram.
Mahanund Nevauz.
Ramchunder Dey.
Ramhurry Ghoſe.
Moty Ullah.
Ruſshen Ullah.
Surage u Dein
Beniraje.
Gungaram Cannoongoe.
Govindram Bore.
Mahanund Debur.
Bauze u Dien.
Burghtah Rubrouz.
Ram Dieb Surmah.
Saddanund Surmah.
Raja Kiſſore Bore.
Budge Govind Doſs.
Kuſſaul Chund Boſs.
Ram Gopaul Boſs.
Gopecaunt Bore.
Remcaunt Gore.
Bullonaut Surmah.
Juggut Anund Metre.
Ram Lochun Doſs.
Ram Kiſſore Seam.
Sheo Perſaud Surmah.
Gour humy Doſs.
Govindram Doſs.
Gunſam Doſs.
Bhurronaut Bore.
Gunganaram Pundit Opodah.
Berraſſore Surmah.
Ragonaut Gore.
Chundchurn Bore.
Ramchunder Surmah.
Denanaut Sein.
Durgaram Surmah.
Chuckoo Sirmah.
Ramſunder Doſs.
Gungadur Ghur.
Nettah Nund Doy.

A true Tranſlation.
(Signed) G. F. CHERRY,
D. P. T.

A true Copy.
E. Hay,
Sec^{y} to the Fort.

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